Commissioners Court July 27, 2021
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **27th day of July 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag
ROLL CALL

PUBLIC COMMENTS

At this time **3-MINUTE** comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS.

PRESENTATIONS & PROCLAMATIONS

1	5-6	Adopt a Proclamation declaring the month of August 2021 as National Immunization Awareness Month. **INGALSBE/T.CRUMLEY**

CONSENT ITEMS

The following may be acted upon in one motion.
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

2	7	Approve payments of County invoices. **VILLARREAL-ALONZO**
3	8	Approve payments of Juror checks. **VILLARREAL-ALONZO**
4	9	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
5	10	Approve Commissioners Court Minutes of July 13, 2021. **BECERRA/CARDENAS**
6	11	Approve the payment of the July 31, 2021 payroll disbursements in an amount not to exceed $3,975,000.00 effective July 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
7	12-29	Authorize the submission of a grant application to the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) program FY21 Local Solicitation in the amount of $28,989. **BECERRA/T.CRUMLEY**
8	30-32	Approve the appointment of Theodore L. "Larry" Coker to the Emergency Services District (ESD) No. 4 Board of Emergency Services Commissioners, to fill the vacancy created by the resignation of Eddie Gumbert, for a term ending December 31, 2022. **SHELL**
9	33	Authorize a budget amendment between Countywide Operations and the Parks Department in the amount of $20,000 to cover costs related to Contract Services for the remainder of the fiscal year. **BECERRA/T.CRUMLEY**
10	34	Authorize On-Site Sewage Facility permit for three 1-bedroom cottages located at Pioneer Trail, San Marcos, TX 78666. **SHELL/PACHECO**
11	35	Authorize a budget amendment for the transfer of $10,000 in continuing education funds from the Sheriff's Office Jail budget to the Sheriff's Office Operating division continuing education budget. **INGALSBE/CUTLER**
12	36	Approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 28-29, 2021 in Troy, Michigan. **INGALSBE/CUTLER**
13	37	Approve out of state travel for Sergeant Matt Wasko to attend the National Tactical Officers Association Conference on September 12-17, 2021 in Kansas City, Missouri. **INGALSBE/CUTLER**
14	38-87	Authorize the County Judge to execute the Fourth Amended and Restated Development Agreement between the City of San Marcos, Hays County, and Lazy Oaks Ranch, LP in connection with the La Cima development to clarify the number of multi-family units authorized for construction within the first phase to be based on a number of units, rather than the number of acres. **SHELL**
15	88-100	Authorize the County Judge to execute a Texas Workforce Commission Information Release Contract Amendment for the Hays County Constable's Office, Precinct #1. **INGALSBE/PETERSON**

16	101	Authorize the Office of Emergency Services to utilize $13,001 in training savings to purchase Hazmat training props and amend the budget accordingly. **BECERRA/JONES**
17	102-108	Approve Utility Permits **JONES/BORCHERDING**
18	109-119	Approve renewal of IFB 2018-B7 Regulatory Road Signs with Centerline Supply, PathMark Traffic Equipment, LLC. and Vulcan, Inc. for one (1) additional year with proposed price changes. The County will utilize the prices on the bid tabulation sheet and will order from the lowest bidder first; if materials are unavailable through the 1st lowest bidder, then the County may order from the 2nd lowest bidder. **BECERRA/BORCHERDING**
19	120-156	Authorize the submission of a renewal award for the Texas Department of State Health Services (DSHS), FY22 Tuberculous Federal (TB-FED) in the amount of $22,297.00. **INGALSBE/T.CRUMLEY**
20	157-167	Authorize the Development Services Department to purchase one (1) Microsoft Surface Pro tablet with accessories valued at $2,232.07 and amend the budget accordingly. **SHELL/PACHECO**
21	168-220	Approve specifications for IFB 2021-B12 Countywide Dumpsters and authorize Purchasing to solicit for proposals and advertise. **BECERRA/T.CRUMLEY**
22	221-232	Authorize the County Judge to execute a Contract Amendment with PBS of Texas related to Countywide Janitorial Services pursuant to RFP 2020-P02. **BECERRA/CUTLER**
23	233-237	Approve the Consent to Assignment of IFB 2019-B03 Road Building Materials - Hot Mix with Century Asphalt, Ltd. to Texas Materials Group, Inc. **BECERRA/BORCHERDING**

ACTION ITEMS

ROADS

24	238-239	Discussion and possible action to call for a public hearing on July 27, 2021 to establish a 4-way stop at the intersection of Centerpoint Road and CR 266. **INGALSBE/BORCHERDING**
25	240-243	Discussion and possible action to authorize the County Judge to execute Change Order No. 3 in the amount of $16,650 to the Professional Services Agreement between Hays County and Pape Dawson Engineers, Inc. for the Centerpoint Road Improvements project and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**
26	244-249	Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #0722785 in the amount of $1,312,418.44, and accept the 2-year maintenance bond #EACX4002108 in the amount of $240,001.76 for Sunset Oaks subd., Section 4, Phase 1A. **INGALSBE/BORCHERDING**
27	250	Discussion and possible action to consider the release of the maintenance bond #70180287 in the amount of $49,078.96 and the acceptance of roads into the county road maintenance system for Shadow Creek subdivision, Phase 8, Section 2. **JONES/BORCHERDING**
28	251-252	Hold a public hearing with possible action to establish a No Parking zone along both sides of Bliss Spillar Road between September Song Drive and the Travis County line. **JONES/BORCHERDING**
29	253-254	Discussion and possible action to call for a public hearing on August 10, 2021 to establish a "No Thru Traffic" zone in the Meadow Woods subdivision with signage posted on Sunflower Drive (at FM 150) and Meadow Woods Drive (at FM 2770). **JONES/BORCHERDING**
30	255-256	Discussion and possible action to call for a public hearing on August 10, 2021 to establish a 4-way stop at the intersection of Crosswinds Parkway, Windswept Way and the Amenity Center entrance in Crosswinds subdivision. **INGALSBE/BORCHERDING**
31	257-278	Discussion and possible action to approve the Advance Funding Agreement for Surface Transportation Block Grant Program (STBG) Project Off-System (Center Street Rail Siding Project) and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County. **JONES/BORCHERDING**
32	279-285	Discussion and possible action to accept the Performance Bond #CMS0344771 for street and drainage improvements in the amount of $743,641.94 for 6 Creeks Phase 1 Section 8A Subdivision. **SMITH/BORCHERDING**
33	286	Discussion and possible action to pay HCISD for repairs to their irrigation system at Chapa Elementary School which was caused during the Dacy Reconstruction Project. **INGALSBE/BORCHERDING**
34	287-314	Discussion and possible action to award contract for IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix to Asphalt Inc. dba Lone Star Paving. **SHELL/BORCHERDING**
35	315-321	Discussion and possible action to award the contract for IFB 2021-B06 RM 3237 Roundabout to Cox Commercial Construction. **SHELL/BORCHERDING**

SUBDIVISIONS		
36	322-324	PLN-1549-PC; Call for a Public Hearing on August 10th, 2021 to discuss approval of the final plat of the Pico Ranch 1, Tract 1R and Tract 3, Replat. **SHELL/MACHACEK**
37	325-326	PLN-1706-PC; Call for a Public Hearing on August 10th, 2021 to discuss possible action regarding the Douglas Estates Subdivision, Lot D-38, Replat. **SMITH/MACHACEK**

MISCELLANEOUS		
38	327-402	Discussion and possible action to adopt an Order of the Commissioners Court of Hays County, Texas Accepting and Approving the 2021 Annual Service Plan Update to the Service and Assessment Plan, Including an Updated Major Improvement Area Assessment Roll, Neighborhood Improvement Area #1 Assessment Roll and Neighborhood Improvement Area #2 Assessment Roll for the La Cima Public Improvement District; Making and Adopting Findings; and Providing a Cumulative Repealer Clause; and Providing an Effective Date. **SHELL**
39	403	Discussion and possible action to authorize the Treasurer's Office to double fill the Treasury Associate position, slot 0079-001, for a 2-month period effective 08/01/2021 and amend the budget accordingly. **BECERRA/RICHEY**
40	404	Discussion and possible action to authorize the Criminal District Attorney to re-grade the Attorney II, slot 0787-006 (grade 118) to an Attorney III (grade 119) effective 8/01/21 utilizing salary savings. **SHELL/MAU**
41	405-406	Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2022. **BECERRA**
42	407	Discussion and possible action regarding Hays County's multi-year Improvement Grant Program application to the Texas Indigent Defense Commission (TIDC) for Public Defender Services. **SHELL**
43	408	Discussion and possible action to authorize the Sheriff's Office to utilize salary savings to pay down compensation accruals for a Jail maintenance position. **INGALSBE/CUTLER**
44	409-416	Discussion and action to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and Red River County for Jail Services related to the housing and care of Hays County inmates. **INGALSBE/CUTLER**
45	417-424	Discussion and action to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and San Jacinto County for Jail Services related to the housing and care of Hays County inmates. **INGALSBE/CUTLER**
46	425	Discussion and possible action to create the Hays County Employee Grievance Committee Pursuant to the Hays County Personnel Policy Handbook. **BECERRA**
47	426-432	Discussion and possible action to authorize the execution of the Funding Agreement between Hays County and the Greater San Marcos Economic Development Council. **SHELL/INGALSBE**
48	433-434	Discussion and possible action to pre-qualify all respondents related to RFQ 2021-Q02 Right-of-Way Acquisition Services and develop a pool of qualified firms for the County to select from on an as-needed basis. **BECERRA**

EXECUTIVE SESSIONS The Commissioners Court will announce it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.		
49	435	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Munch and Project Pacific Blue. Possible discussion and/or action may follow in open Court. **INGALSBE/JONES**
50	436	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near CR 266 (Old Bastrop Hwy), San Marcos in Pct. 1. Possible discussion and/or action may follow in open court. **INGALSBE**
51	437	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 40.15 acres in fee simple from property located between FM 1626 and Union Pacific Railroad, owned by Centex Materials LLC, and which is required for the construction of the proposed Robert S. Light Blvd. roadway improvements, and take other appropriate action (Parcels 1-3). Possible action to follow in open court. **JONES**

52	438	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 12.915 acres in fee simple from property located between Union Pacific Railroad and RM 967, owned by Texas Cement Company, and which is required for the construction of the proposed Robert S. Light Blvd. roadway improvements, and take other appropriate action (Parcel 5). Possible action to follow in open court. **JONES**
53	439	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the acquisition of flood plain property located on or near Sunrise Drive, Kyle in Pct 1. Possible action may follow in open court. **INGALSBE**

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

54	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA**
55	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
56	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
57	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 23rd day of July, 2021

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Adopt a Proclamation declaring the month of August 2021 as National Immunization Awareness Month.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	July 27, 2021	0.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	INGALSBE	N/A

SUMMARY

Proclamation declaring the month of August as National Immunization Awareness Month

PROCLAMATION DECLARING AUGUST 2021 AS
NATIONAL IMMUNIZATION AWARENESS MONTH

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, each year, children, adolescents and adults die from vaccine-preventable diseases or their complications; and

WHEREAS, the burden of vaccine-preventable disease occurs in Texas among people of all cultures, races and societal groups; and

WHEREAS, safe and effective vaccines are readily available to protect against disease, disability and death from communicable diseases, including diphtheria, hepatitis A, hepatitis B, human papillomavirus, influenza, measles, meningitis, mumps, pertussis, pneumococcal disease, polio, rubella, tetanus, varicella and COVID-19; and

WHEREAS, every August, the National Immunization Awareness Month campaign is devoted to increasing public knowledge, acceptance and use of vaccines to protect adolescents against serious, life-threatening diseases; and

WHEREAS, the annual observance of National Immunization Awareness Month is intended to increase awareness and understanding of vaccine-preventable diseases and their prevention at local, state and national levels.

NOW, THEREFORE, BE IT PROCLAIMED that the Hays County Commissioners Court does hereby proclaim the month of August, 2021 as:

NATIONAL IMMUNIZATION AWARENESS MONTH

in Hays County and urge parents, young people and adults to make sure that they and their loved ones are up-to-date on their immunizations. We also encourage businesses, government agencies, community-based organizations and service groups to spread the immunization message throughout their communities. Being up-to-date protects them, their families and our community from preventable diseases.

ADOPTED THIS THE 27th DAY OF JULY, 2021

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon A. Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

_____
Elaine H. Cardenas, MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR APPROVAL:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Auditor's Office	VILLARREAL-ALONZO	N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Commissioners Court Minutes of July 13, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

Minutes sent to the Court under separate cover.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the payment of the July 31, 2021 payroll disbursements in an amount not to exceed $3,975,000.00 effective July 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Approve the July end of month payroll disbursements not to exceed $3,975,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the submission of a grant application to the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) program FY21 Local Solicitation in the amount of $28,989.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	$229

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
T. Crumley	BECERRA	N/A

SUMMARY

Hays County and The City of San Marcos are eligible to receive a combined $28,989 of funding from the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) program FY21 Local Solicitation. Because the county and the City of San Marcos fall in a disparate jurisdiction, only one entity may apply for funds and the other must be listed as a sub-awardee. Hays County and The City of San Marcos will enter into an Interlocal Agreement which will be provided at a later date. Hays County will keep $10,120 in funding and The City of San Marcos will receive $18,869 in funding per the example allocations provided by the DOJ.

Hays County plans to use funding to purchase twelve full vests as well as a portion of a thirteenth full vest. There is a request for the county to provide the remaining $229 to purchase the thirteenth vest. The Hays County Sherriff's Office keeps a replacement schedule for each vest to ensure that they are replaced in a timely manner. There are currently 172 officers in our Sherriff's Office. Thirty-six vests need to be replaced this year.

The City of San Marcos plans to use their funds for the purchase of forensic equipment for the San Marcos Police Department, Criminal Investigations Unit. This equipment will be able to achieve greater efficiency, effectiveness, and accountability.

Both entities plan to use funding in the first year.

Deadline: Monday, August 9th
Cash Match: $229

Attachments:
Hays County_San Marcos_JAG_Budget Detail Worksheet
Hays County_San Marcos_JAG Proposal Narrative
DOJ Financial Capability - Hays County 2021

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		*Year 2 (if needed)*		*Year 3 (if needed)*		*Year 4 (if needed)*		*Year 5 (if needed)*		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$10,120	$229	$0	$0	$0	$0	$0	$0	$0	$0	$10,349
E. Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$18,869	$0	$0	$0	$0	$0	$0	$0	$0	$0	$18,869
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$28,989	$229	$0	$0	$0	$0	$0	$0	$0	$0	$29,218
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$28,989	$229	$0	$0	$0	$0	$0	$0	$0	$0	$29,218
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)	*No*

A. Personnel

Name *List each name, if known.*	**Position** *List each position, if known.*	**Computation** *Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** *(# of hours, days, months, years)*	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative

B. Fringe Benefits

Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

C. Travel

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**

Narrative	

D. Equipment

Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Special Threat Plate	13	$76.62	$997	$0	$997
Bulletproof Vests (Paladin Lvl II with Vertex Premium Carrier)	13	$719.37	$9,352	$229	$9,123
		Total(s)	**$10,349**	**$229**	**$10,120**

Narrative	

Hays County plans to use our JAG allocation to purchase thirteen bulletproof vests and threat plates for our Sherriff's Office. These vests are on a 5 year replacement cycle and are vital to keep law enforcement officers safe while they are working in the field. They are an essential piece of equipment that can save the life of an officer. The Sherriff's Office keeps a replacement schedule for each vest to ensure that they are replaced in a timely manner. There are currently 172 officers in our Sherriff's Office. Thirty-six vests need to be replaced this year. Hays County plans to use the entire allocation of funding in the first year.

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

F. Construction

Purpose	**Description of Work**	**Computation**

Provide the purpose of the construction	*Describe the construction project(s)*	*Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)

Description *Provide a description of the activities to be carried out by subrecipients.*	**Purpose** *Describe the purpose of the subaward (subgrant)*	**Consultant?** *Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
Shipping for equipment	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$524	$0	$524
Cyanocrylate Fuming Chamber – processes items for possible latent prints; dimensions fit within evidence processing room	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$1,735	$0	$1,735
Portable Humidifier – creates humidity in the fuming chamber to adhere to latent prints; required component for chamber	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$407	$0	$407
Cyanocrylate Fuming Extracting Unit- removes hazardous fumes during operation; required component for chamber	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$535	$0	$535

Particulate filter for Cyanocrylate Fume Extractor; required for chamber	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$108	$0	$108
Carbon Filter for Fume Extractor – necessary component for chamber	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$139	$0	$139
Safekeeper Evidence Drying Cabinet – 3 door feature allows processing for 3 separate individuals at one time; dimensions fit within evidence drying room	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$9,995	$0	$9,995
Germicidal UV Lamp and Timer -required components for safe operation of Drying Cabinet	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$720	$0	$720
Unique Door Lock and Key – for security of each unit in the Drying Cabinet	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$150	$0	$150
Optimax Multi-Lite OFK-8000 – alternative light source unit that best fits departmental needs in evidence processing work room and as a portable device	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$2,556	$0	$2,556
Nikon D5600 DSLR video Two Lens Kit – Two lenses provide for flexibility in capturing photographs	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$900	$0	$900
Canon VIXIA HF G50 Camcorder – 4K Premium – compact and advanced features	San Marcos Police Department, Criminal Investigations Division Forensic Equipment	No	$1,100	$0	$1,100
		Total(s)	**$18,869**	**$0**	**$18,869**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0
Narrative								

The San Marcos Police Department is a sub-awardee of Hays County. The San Marcos Police Department plans to use their funds for the purchase of forensic equipment for its Criminal Investigations Divison. Acquisition of this equipment and supplies will provide evidence staff with more modern tools to identify, collect, preserve, and properly handle evidence. It will also provide accessibility to equipment in-house that would otherwise need to be outsourced to other crime labs. The equipment will be stored in the department's newly renovated and expanded evidence storage and processing area.

H. Procurement Contracts

Description *Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).*	**Purpose** *Describe the purpose of the contract*	**Consultant?** *Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative	

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*						
	Quantity	***Basis***	***Cost***	***Length of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
					$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative	

J. Indirect Costs

Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

PROPOSAL NARRATIVE

Description of the Issue

Hays County and The City of San Marcos have been awarded a combined total of $28,869 in funding from the FY21 JAG program. Because the entities are located in a disparate jurisdiction, Hays County will serve as the fiscal agent with The City of San Marcos as a sub-awardee. Hays County plans to use the funds for the purchase of bulletproof vests for law enforcement officers. These vests are a vital piece of equipment that keep officers safe while they are in the line of duty. Hays County replaces vests on a five-year cycle and there are a total of thirty-six vests that need to be replaced this year. Hays County's portion of funding will cover twelve complete vests as well as a portion of the thirteenth.

To ensure better evidence handling and support accreditation standards, the San Marcos Police Department seeks to use their portion of the 2021 Local JAG Allocations dollars for the purchase of forensic lab items for its Criminal Investigations Division. The San Marcos Police Department (SMPD) is comprised of 158 employees who provide 24/7 services to more than 70,000 citizens. Both entities plan to use the funding within the first year.

Project Design/Implementation

Hays County believes that the safety of our Sheriff's Officers is a top priority. The Sheriff's Office keeps a replacement schedule of all bulletproof vests and replaces them on a five year cycle. It is important to both the department and the county as a whole to regularly seek out funding to support the regular replacement of the vests to ensure that officers can safely do their job. There are currently one hundred and seventy-two officers in the Hays County Sheriff's Office and thirty-six vests need to be replaced this year.

Following the review of submitted required paperwork and personal testament, the U.S. Department of Justice (USDOJ) determined the San Marcos Police Department met the conditions for certification under Presidential Executive Order number 13929. Accordingly, the Texas Police Chiefs Association (TPCA) Foundation - Texas Law Enforcement Best Practices Recognition Program included the San Marcos Police Department within their database of certified law enforcement agencies. In addition to maintaining its USDOJ certification, the San Marcos Police Department seeks to receive accreditation through the Texas Law Enforcement Recognition Program.

One key component of TPCA's law enforcement accreditation pertains to the handling of property and evidence. Specifically, "the inspection process requires an Inspector to review Property and Evidence handling procedures prior to Inspection and detailed inspection of property and evidence handling after to ensure compliance with those procedures." It also requires those inspections be conducted at least bi-annually.

To ensure better evidence handling and support accreditation standards, the San Marcos Police Department seeks to use 2021 Local JAG Allocations dollars for the purchase of forensic lab items for its Criminal Investigations Division. Acquisition of this equipment and supplies will provide evidence staff with more modern tools to identify, collect, preserve, and properly handle evidence. It will also provide accessibility to equipment in-house that would otherwise need to be outsourced to other crime labs. The equipment will be stored in the department's newly renovated and expanded evidence storage and processing area. By receiving the 2021 Local JAG Allocation, the

San Marcos Police Department will be able to achieve accreditation with greater efficiency, effectiveness, and with greater accountability.

Capabilities and Competencies

As already mentioned, the San Marcos Police Department is recognized by the Texas Police Chief's Association (TPCA), as a DOJ- certified law enforcement agency. SMPD received its NIBRS (National Incident Based Reporting System) certification in November 2018 and continues to uphold those standards set forth by the organization. Both the Hays County Sheriff's Office and SMPD are NIBRS compliant.

Data Collection

Both law enforcement agencies have established methods for data collection, The Hays County Sheriff's Office keeps record of each bulletproof vest. These records include when the vest needs to be replaced on a regular cycle or if the vest suffers damage protecting officers in the line of duty and needs to be replaced early. The San Marcos Police Department and Hays County Sheriff's Office submit regular National Incident-Based Reporting System (NIBRS) data.

Regular progress reports that include information on both entities will be made in the JustGrants system

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2023

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Hays County
Street1: 712 S. Stagecoach Trl
Street2:
City: San Marcos
State: TX
Zip Code: 78666

2. Authorized Representative's Name and Title:

Prefix: First Name: Ruben Middle Name:
Last Name: Becerra Suffix:
Title: County Judge

3. Phone: 512 393 2205 4. Fax:

5. Email: judge.becerra@co.hays.tx.us

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
	74-6002241	097494884

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ■ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☒ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: ABIP, P.C.

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0

Enter the dollar amount of questioned costs (if none, enter "$0"): 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ☒ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	■ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	■ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	■ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	■ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	■ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	■ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	■ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	■ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ■ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ■ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	■ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	■ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	■ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated “high risk” by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ■ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Date:

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman

■ Other: County Judge

Phone: 512 393 2205

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the appointment of Theodore L. "Larry" Coker to the Emergency Services District (ESD) No. 4 Board of Emergency Services Commissioners, to fill the vacancy created by the resignation of Eddie Gumbert, for a term ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

See attached resume.

Theodore L. "Larry" Coker

[redacted] Wimberley, TX 78676
[redacted]

OBJECTIVE

Desire to utilize over 35 years of law enforcement and supervisory experience by returning to public service on a volunteer basis and serve my local community as a Commissioner with ESD#4.

CAREER SUMMARY

Career first responder of criminal investigation, accident and natural disaster incidents. Worked at all levels of law enforcement from Municipal to Federal. Supervised and trained law enforcement personnel to serve the public to the highest standards possible. Duties would also include strategic planning, response and organization towards inter agency cooperation.

SKILLS SUMMARY

Supervision, training, advising and career development coaching. Well organized for workload management, analysis and evaluation for quality control. Use of critical thinking with proven problem solving skills.

PROFESSIONAL EXPERIENCE

Houston Police Dept. 1974 – 1980 Houston, TX
Cadet, Patrol Officer, K9 Officer and Field Training Officer

Village Police Dept. 1980 – 1982 Houston, TX
Patrol Officer, K9 Officer

Katy Police Dept. 1983 – 1984 Katy, TX
Patrol Officer, K9 Officer

Katy Volunteer Fire Dept. 1983 -1984 Katy, TX
Volunteer Firefighter, EMS Responder

Hedwig Village Police Dept. 1985 -1987 Houston, TX
Patrol Officer, Motorcycle Patrol Officer

Target Stores 1987 – 1989 Houston, TX
Asset Protection Manager

Hays County Sheriff's Office 1989 – Retired 2010 San Marcos, TX
Jailer, Patrol Deputy, Detective, Sergeant, Narcotics Task Force Assistant Commander, Narcotics Unit Commander, Field Training Supervisor, Academy Instructor

EDUCATION

Spring Branch High School Houston, TX
Diploma

University of Houston Downtown 3 hrs
Sam Houston State University 6 hrs
Houston Community College 15 hrs

LAW ENFORCEMENT TRAINING

Houston Police Academy
Texas Department of Public Safety Academy
US Drug Enforcement Administration Basic Task Force Training
US Customs Service Training and Commission
Over 2800 hours of TCLEOSE (now TCOLE) approved training

CERTIFICATIONS

Master Peace Officer
Master Jailer
Instructor
Mental Health Officer

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize a budget amendment between Countywide Operations and the Parks Department in the amount of $20,000 to cover costs related to Contract Services for the remainder of the fiscal year.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	$20,000

LINE ITEM NUMBER

Please see budget amendment below.

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	BECERRA	N/A

SUMMARY

Funds from the Countywide Operations Operating budget has been identified and are needed to cover various expenses related to Contract Services in the Parks Department.

Due to COVID-19 and to increase sanitation, the Parks Department has needed to supply our visitors and citizens with additional portable toilets and hand washing stations at each of our three park locations. There was also a price increase from TDS at the beginning of the calendar year which caused an overall increase in the cost of the portable toilets and hand washing stations we need each month. Transferring these funds would cover the cost of toilet/hand washing stations through the remainder of the fiscal year and would also cover the monthly $3,200 fee owed the TX Wildlife Damage Management Fund.

*Please note that we did obtain four different vendor quotes for services as the beginning of the 2021 calendar year and TDS was still the cheapest.

Budget Amendment:

Decrease	001-712-00.5391	Miscellaneous ($15,000)
Increase	001-700-00.5448	Contract Services $15,000
Decrease	001-712-00.5429	Software Maintenance ($5,000)
Increase	001-700-00.5448	Contract Services $5,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize On-Site Sewage Facility permit for three 1-bedroom cottages located at Pioneer Trail, San Marcos, TX 78666.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Development Services	SHELL	N/A

SUMMARY

Susan & Edward Bradley are proposing an OSSF to serve three cottages. This parcel of land is Lot 36 in the Fox Ridge subdivision. The system designer, Stan Burrier, P.E., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 540 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize a budget amendment for the transfer of $10,000 in continuing education funds from the Sheriff's Office Jail budget to the Sheriff's Office Operating division continuing education budget.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	$10,000

LINE ITEM NUMBER

001-618-]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

The Sheriff's Office is requesting an amendment from the Jail's continuing education general ledger account to the Sheriff's Office continuing education general ledger account to be used for law enforcement for the remainder of FY 2021.

Budget Amendment
Decrease 001-618-03.5551 Continuing Education
Increase 001-618-00.5551 Continuing Education

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 28-29, 2021 in Troy, Michigan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	$100.00

LINE ITEM NUMBER

001-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Records Program Administrator Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 28-29, 2021 in Troy, Michigan. Mrs. Robinson is a member of the Tyler New World Advisory Board. As a board member, Mrs. Robinson is required to attend this meeting.
Funding for travel expenses including hotel, airfare, and rental car fees will be paid for out of the Sheriff's Office Law Enforcement Officer Standards and Education Funds. The only expense to the County is per diem, and will be paid for of the Sheriff's Office Continuing Education Funds.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve out of state travel for Sergeant Matt Wasko to attend the National Tactical Officers Association Conference on September 12-17, 2021 in Kansas City, Missouri.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 13, 2021	$300.00

LINE ITEM NUMBER

001-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Sergeant Matt Wasko to attend the National Tactical Officers Association Conference on September 12-17, 2021 in Kansas City, Missouri.
Sergeant Wasko is the SWAT Commander for the Hays County SWAT Team. This conference will provide Sergeant Wasko with the opportunity to choose from over 100 seminars and incident debriefs taught by some of the best subject matter experts in the profession. Topics include leadership, team management, risk mitigation, current case law and emerging trends in tactics.
Funding for registration and travel expenses including hotel and airfare fees will be paid for out of the Sheriff's Office Law Enforcement Officer Standards and Education Funds. The only expense to the County is per diem and will be paid for out of the Sheriff's Office Continuing Education Funds.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute the Fourth Amended and Restated Development Agreement between the City of San Marcos, Hays County, and Lazy Oaks Ranch, LP in connection with the La Cima development to clarify the number of multi-family units authorized for construction within the first phase to be based on a number of units, rather than the number of acres.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The City of San Marcos has already unanimously approved the Fourth Amended and Restated Development Agreement in connection with the La Cima development. This amendment will clarify the number of multi-family units authorized for construction within the first phase based on 360 units rather than 15 acres. This Amendment aligns Section 1.04.D of the Agreement with Section 1.0.4A.3 of the Agreement, which was amended in the Third Amended and Restated Development Agreement. This Amendment cleans up the phase 1 multi-family language and allows for a site with less dense development.

STATE OF TEXAS	**§**	**DEVELOPMENT AGREEMENT**
COUNTY OF HAYS	**§**	**LA CIMA SAN MARCOS**

This **FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the _____ day of _____, 2021 (the "**Effective Date**"), by and between the **CITY OF SAN MARCOS, TEXAS**, a Texas municipal corporation (the "**City**"), Hays County, Texas (the "**County**"), and **LAZY OAKS RANCH, LP**, a Texas Limited Partnership ("**LOR**"), LCSM Ph. 1-1, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph.1-1**"), LCSM Ph. 1-2, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph.1-2**"), LCSM Ph. 2, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 2**"), LCSM Ph. 3, LLC, a Texas limited liability company as partial assignee of LOR ("**LCSM Ph. 3**"), La Cima Commercial, LP a Texas partnership as a partial assignee of LOR ("**La Cima Commercial**"), LCSM WW, LLC, a Texas limited liability company as a partial assignee of LOR ("**LCSM WW**"), and LCSM West, LP, a Texas limited partnership ("**LCSM West**" and, together with LOR, LCSM Ph.1-1, LCSM Ph. 1-2, LCSM Ph. 2, LCSM Ph. 3, La Cima Commercial, and LCSM WW, the "**Owner**"). The City and Owner are sometimes hereinafter referred to individually as "**Party**", and collectively as the "**Parties**". The Parties agree as follows:

PURPOSES AND CONSIDERATIONS

WHEREAS, the City and LOR entered into that certain Third Amended and Restated Development Agreement dated August 18, 2020, and recorded under Document Number 20040803 in the Official Public Records of Hays County, Texas (the "Existing Development Agreement"), related to that certain 2,552.379 acres, more or less, parcels of land (collectively, the "Property") located in the Extraterritorial Jurisdiction ("ETJ") of the City, Hays County, Texas, and more particularly described in **Exhibit "A", Exhibit "A-1", Exhibit "A-2", Exhibit "A-3",** and **Exhibit "A-4",** attached hereto and incorporated herein for all purposes (with the land in Exhibit "A-1" and Exhibit "A-2" collectively, the "La Cima Outparcels"; the land 101.66 acre tract of land and the 22.723 acre tract of land described in Exhibit "A-4" collectively, the "Additional Property"; and the 22.723 acre tract described in Exhibit "A-4" individually, the "Additional 22 Acre Tract");

WHEREAS, Owner desires to develop the Property totaling 2,552.379 acres of land as a single family residential, limited nonresidential and conservation, preservation and open space development generally to foster a walkable and bikeable community in accordance with the **Conceptual Land Use Plan**, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein for all purposes and under the name La Cima San Marcos (the "Project");

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use or timber land under Chapter 23, Texas Tax Code;

WHEREAS, the City is authorized by Section 43.035 of the Texas Local Government Code to offer to make a development agreement with the owner of land appraised for such purposes pursuant to Section 212.172 of the Texas Local Government Code to defer the annexation of the property until the land owner files a subdivision plat or other development application for any portion of the property;

WHEREAS, by entering into this Agreement, Owner has accepted the City's offer to enter into a development agreement pursuant to both Section 43.035 and Section 212.172 of the Texas Local Government Code with the mutual understanding that this Agreement shall constitute a permit for the purposes of Chapter 245 of the Texas Local Government Code;

WHEREAS, an area adjacent or contiguous to an area that is subject of development agreement entered into under Section 43.035 and Section 212.172 of the Texas Local Government Code is considered to be adjacent or contiguous to the municipality; and

WHEREAS, the City is authorized to amend the Existing Development Agreement and to make and enter into this Agreement with Owner in accordance with Subchapter G, Chapter 212, Local Government Code

and Chapters 1 and 2 of the City's Land Development Code ("LDC"), to accomplish the following purposes:

A. Extend the City's planning authority in accordance with the Conceptual Land Use Plan and the development regulations contained herein under which certain uses and development of the Property is authorized; and

B. Authorize enforcement by the City of municipal land use and development regulations as applicable; and

C. Authorize enforcement by the City of land use and development regulations other than those that apply within the City's boundaries, as may be agreed to by the Parties and included in this Agreement; and

D. Specify the uses and development of the Property before and after annexation; and

E. Provide for infrastructure including, but not limited to, stormwater drainage and water, wastewater and other utility systems; and

F. Include such other lawful terms and considerations the Parties consider appropriate.

NOW THEREFORE, the City and Owner in consideration of the premises, the mutual covenants and agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby amend and restate the Existing Development Agreement and agree as follows:

SECTION 1: GENERAL TERMS AND CONDITIONS

1.01 Conceptual Land Use Plan

The City hereby approves the general use and development of the Property in accordance with the Conceptual Land Use Plan, which is incorporated herein as **Exhibit "B"**. **Exhibit "C"** separately shows the proposed Open Space that is part of the Conceptual Land Use Plan. The Conceptual Land Use Plan shall constitute the land use plan under Section 1.4.2.4(g) of the LDC. The Conceptual Land Use Plan may be amended from time to time in accordance with the processes and procedures outlined in Section 1.4.2.6(c) of the City's LDC. Development applications for the Property shall be consistent with the Conceptual Land Use Plan.

1.02 Annexation

Upon approval of this Agreement, Owner agrees to the full purpose annexation of the Property at the time the corporate limits of the City becomes adjacent to the Property. Provided, however, that the City hereby agrees to phase the annexation of the Property as follows: At the time the City's corporate limits become adjacent to the Property, the City may initiate the full purpose annexation of all or any portion of the Property on which a final subdivision plat has been recorded. Upon annexation of all or any portions of the Property, the applicant shall initiate a zoning change for said annexed portions to establish a zoning district(s) that is (are) consistent with the terms and conditions of this Agreement. The City hereby guarantees the continuing ETJ status of the remainder of the Property not subject to a final recorded plat until such time that a final plat is recorded for all or any portion of such remainder of the Property. The Parties hereby agree that all applicable regulations and planning authority of the City's LDC may be enforced on the Property. The limitations on the City's annexation authority shall apply only during the term of this Agreement.

1.03 Governing Development Regulations

A. Development of the Property shall be governed by the following:
   1. The Conceptual Land Use Plan and this Agreement; and
   2. The applicable provisions of the City's LDC and Ordinances;
   3. The applicable provisions of the Development Regulations of Hays County; and

4. Construction plans and final plats for all or any portion of the Property that are approved from time to time by the City (collectively, the "Approved Plats").
5. The Parties acknowledge that prior to or concurrent with the submittal of the first plat application for development on the Property or any portion thereof, a Traffic Impact Analysis (the "TIA") will be required. At the time of submittal of the TIA, the traffic impacts shall be evaluated based on the full build-out development of the entire project (as defined in Section 1.04, below) and not on the individual plat.
6. Applicable provisions of the Texas Local Government Code, and other state and federal laws ("Other Laws").
7. In the event of a conflict between the City's and/or County's development regulations and the Owner's rights under this Agreement, this Agreement shall control.

B. The Conceptual Land Use Plan, this Agreement, the LDC, the Approved Plats, the Required Studies and Other Laws shall hereinafter be referred to collectively as the "Governing Regulations."

C. Plat Approval: Owner and the City agree that the approved land uses in each final plat of portions of the Property shall be consistent with the Conceptual Land Use Plan, as may be amended from time to time.

D. Enforcement: The Parties agree that the City and County shall be entitled to enforce all applicable municipal land use and development regulations for the Property and the Governing Regulations.

E. No Contractual Enlargement of Exemption from City Standards: Notwithstanding any other provision in this Agreement, including references to such things as the "Governing Regulations" or the "Time of Submittal", this Agreement shall in no manner be construed to create any exemption from applicable ordinances or laws, entitlement or vesting of rights beyond what is expressly provided in Chapter 245. Owner specifically acknowledges that development of the Property shall be subject to the City's ordinances, regulations, and policies regarding water and sewer utility connections, including those that address development over the Edwards Aquifer Recharge Zone, as amended from time to time.

F. The Governing Regulations shall be applicable to control the development of the Property. Unless otherwise specifically authorized by the City, the Property may not be developed to a lesser standard than that required by the Governing Regulations.

G. Third Party Inspection Services: Unless an alternative is mutually agreed upon by the Parties, any plan review and building inspections conducted during the permitting process and through receipt of certificate of occupancy shall be conducted by a qualified, third-party plan review and inspection service, mutually agreed upon by the Parties, and results shall be provided in the City's permitting system.

1.04 Permitted Uses, Project Density and Dimensional and Development Standards

Owner envisions the development of the Property as a predominantly single family residential development with limited nonresidential development, open space, conservation and preservation areas in accordance with the Conceptual Land Use Plan. The existing topography and natural areas on the Property provide for opportunities to develop the Property as a conservation development where pods of smaller lot sizes may be clustered to provide for preservation of existing natural features and open space. The Property may be developed as a conservation development, a conventional development or a combination thereof. In order to achieve the maximum development flexibility possible within the Project, this Agreement establishes a variety of uses and lot types and sizes that may be developed on the Property.

A. Permitted Uses: The following uses shall be permitted on the Property in accordance with the City's zoning districts as defined on the Effective Date:
   1. Residential: All permitted uses identified in the SF-R, Single Family Rural Residential District, SF-11, Single Family District, SF-6, Single Family District, SF-4.5, Single Family District, TH, Townhouse Residential District and the PH-ZL, Patio Home Zero Lot Line Residential District.
   2. Nonresidential: All permitted uses identified in the NC, Neighborhood Commercial District shall be permitted within the 3 unit per acre portion of the Property depicted on the Conceptual Land Use Plan. All permitted uses identified in the CC, Community Commercial

District shall be permitted within the Property depicted as Community Commercial on the Conceptual Land Use Plan up to a maximum of 200 acres. Nonresidential uses, if developed, are intended to be located at appropriate locations, such as along thoroughfare corridors or at the intersections of major thoroughfares, within the development.

3. Multi-Family: All permitted uses indentified in the MF-24, Multiple-Family Residential District shall be permitted within any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan (but excluding the La Cima Outparcels and the Additional 22 Acre Tract) up to a maximum of 720 units; provided, however, that Purpose Built Student Housing (as established by City Ordinance N0. 2016-24) shall be prohibited.
4. Condominium Residential: A development type allowed in any district containing multiple individually owned dwelling units and jointly owned and shared common areas and facilities on a common lot shall be permitted in any portion of the Property in connection with a Conditional Use Permit approved by the City Council.
5. School Site. The Parties acknowledge that the Project is located within the San Marcos Consolidated Independent School District (the "District"). Owner shall dedicate up to a 12 acre site for a future elementary school to the District at the time of platting of such school site with a maximum impervious cover allocation equal to the greater of 55% of such site or 6.6 acres. The actual terms, size, timing, and location of the school site will be determined by Owner and the District.
6. Fire/Police/EMS Station; Transit Stops. Owner has transferred to the City a 3.505 acre site, located no more than one-third mile driving distance from the intersection of Old Ranch Road 12 and Wonder World Drive, for a future fire station and/or police or EMS station. Such site shall have a maximum impervious cover allocation equal to 2.1 acres. Transit stop locations will be determined by Owner and City at the time of platting of such locations.
7. Conditional uses authorized in the above residential and nonresidential base districts shall only be permitted if approved by the City in accordance with the procedures and requirements of the City's LDC. Any proposed use, other than a Corporate Campus or other office use, within a nonresidential area with a single tenant greater than 80,000 square feet in size shall require a Conditional Use Permit in accordance with the City's Land Development Code subject to a recommendations by the Planning and Zoning Commission and final approval by City Council.
8. Notwithstanding anything in this Agreement or in the City's LDC or ordinances to the contrary, no extraction of or exploration for surface or sub-surface mineral resources or natural resources may be conducted on the Property, including but not limited to quarries, borrow pits, sand or gravel operations, oil or gas exploration or extraction activities, and mining operations. This prohibition shall not be interpreted to prohibit excavation of soil in connection with the development of the Property consistent with this Agreement.

B. Project Density: The Project shall be restricted to a maximum of 2,800 dwelling units for an overall project density of 1.10 units per acre ("UPA"). Project density shall be further restricted as follows:
   1. approximately 706.59 acres of the Property located east of Purgatory Creek as illustrated on the Conceptual Land Use Plan shall be restricted to a maximum of 3 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted, provided, however, that any portion of the Property depicted as Community Commercial on the Conceptual Land Use Plan as permitted in Section 1.04.A.2. of this Agreement not developed for nonresidential may also be developed for residential uses in accordance with these density and lot type restrictions;
   2. the approximately 712.75 acres of the Property located west of Purgatory Creek shall be restricted to a maximum of 2 units per acre and all lot types provided for in Section 1.04.C of this Agreement are permitted; and
   3. Project density may be distributed evenly or may be clustered utilizing a conservation or clustered development plan provided that the maximum density for each of the designated areas above does not exceed the applicable the maximum density for such designated area and subject to the applicable use, lot type and size restrictions for such designated area, all as described herein and depicted on the Conceptual Land Use Plan.

C. Dimensional and Development Standards: The Property shall be developed in compliance with the following lot sizes, dimensions and development regulations:

1. Single Family Residential Estate Lots
   Lot Area, Minimum: 43,560 sq. ft
   Lot Width, Minimum: 150 feet
   Lot Depth, Minimum: 200 feet
   Lot Frontage, Minimum: 100 feet
   Front Yard Setback, Minimum: 20 feet
   Side Yard Setback, Interior, Minimum: 10 feet
   Side Yard Setback, Corner, Minimum: 20 feet
   Rear Yard Setback, Minimum: 20 feet
   Building Height, Maximum: 2.5 stories
   Impervious Cover, Maximum: 40%

2. Single-Family Residential Rural Lots
   Lot Area, Minimum: 11,000 sq. ft.
   Lot Width, Minimum: 80 feet
   Lot Depth, Minimum: 100 feet
   Lot Frontage, Minimum: 60 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 10 feet
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 10 feet
   Building Height, Maximum: 2.5 stories
   Impervious Cover, Maximum: 50%

3. Single Family Residential Manor Lots
   Lot Area, Minimum: 6,000 sq. ft.
   Lot Width, Minimum: 50 feet
   Lot Depth, Minimum: 100 feet
   Lot Frontage, Minimum: 35 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 5 feet
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 10 feet
   Building Height, Maximum: 2 stories
   Impervious Cover, Maximum: 60%

4. Single Family Residential Cottage Lots
   Lot Area, Minimum: 4,500 sq. ft.
   Lot Width, Minimum: 40 feet
   Lot Depth, Minimum: 100 feet
   Lot Frontage, Minimum: 35 feet
   Front Yard Setback, Minimum: 10 feet
   Side Yard Setback, Interior, Minimum: 5 feet
   Side Yard Setback, Corner, Minimum: 10 feet
   Rear Yard Setback, Minimum: 10 feet
   Building Height, Maximum: 2 stories
   Impervious Cover, Maximum: 60%

5. Garden/Patio Home/Zero Lot Line Homes
   Lot Area, Minimum: 2,700 sq. ft.
   Lot Width, Minimum: 28 feet
   Lot Depth, Minimum: 90 feet

Lot Frontage, Minimum: 25 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 0/5 feet*
Side Yard Setback, Corner, Minimum: 10 feet*
Rear Yard Setback, Minimum: 5 feet
Garage Side Yard Setback Opposite House: 0 feet
Garage Setback from Front of House: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 75%

* The primary structure/dwelling may be constructed with a 0 side yard on one side, and a side yard of not less than 5 feet on the other side. A detached accessory structure such as a garage or storage building may have a 0 side yard on the 5 foot side provided, however, the structure is located behind the rear façade of the primary building on the lot. On the 0 side, the structure may be set back a maximum of 1 foot. A 5 foot wide maintenance, drainage, and roof overhang easement extending the full depth of the lot shall be designated along the side property line which abuts the zero side yard on an adjacent lot, and shall be indicated on the Final Plat. In all cases, there shall be at least a 10 foot side yard on corner lots where adjacent to a street right-of-way or alley.

** To help achieve the flexibility envisioned and the goals for the development of the Project, the exceptions to the Lot Width to Depth ratio provided in Section 3.6.3.1.B.3.b of the City's LDC shall include and be applicable to Garden/Patio Home/Zero Lot Line lots.

6. Townhouse Residential Lots
Lot Area, Minimum: 2,500 sq. ft.
Lot Width, Minimum: 25 feet
Lot Depth, Minimum: 90 feet
Lot Frontage, Minimum: 25 feet
Front Yard Setback, Minimum: 10 feet
Side Yard Setback, Interior, Minimum: 0 feet attached walls / 5 feet end walls
Side Yard Setback, Corner, Minimum: 10 feet
Rear Yard Setback, Minimum: 10 feet
Building Height, Maximum: 2 stories
Impervious Cover, Maximum: 75%

7. Mult-Family Residential M-24 Areas.
Lot Area, Minimum: 12,000 square feet
Units/Acre (Maximum/Gross Acre): 24.0
Lot Width, Minimum: 60
Lot Depth, Minimum: 100
Lot Frontage, Minimum: 60
Front Yard Setback, Minimum: 10
Side Yard Setback, Interior, Minimum: 10
Side Yard Setback, Corner, Minimum: 15
Rear Yard Setback, Minimum: 10
Building Height, Maximum: 4 stories
Impervious Cover, Maximum: 75%

8. Nonresidential
Lot Area, Minimum: 6,000 sq. ft.
Lot Width, Minimum: 50 feet
Lot Depth, Minimum: 100 feet
Lot Frontage, Minimum: 50 feet
Front Yard Setback, Minimum: 10 feet

Side Yard Setback, Interior, Minimum: 5 feet
Side Yard Setback, Corner, Minimum: 10 feet
Rear Yard Setback, Minimum: 5 feet
Building Height, Maximum: N/A
Impervious Cover, Maximum: 80%

9. Cluster/Conservation Development
To encourage cluster development within the Project, the following limitations on the location of the above residential lot types shall be applicable:

Slope Limitations	
Slope Gradient	**Lot Types Permitted**
0% to 15%	Single Family Residential Estate Lots Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes Townhouse Residential Lots
15% to 25%	Single Family Residential Rural Lots Single Family Residential Manor Lots Single Family Residential Cottage Lots Garden/Patio Home/Zero Lot Line Homes
Over 25%	Single Family Residential Estate Lots Single Family Residential Rural Lots Open Space and Conservation Areas

D. Phasing: A phasing plan shall be submitted with a Subdivision Concept Plat to ensure orderly development of the Project. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in a minimum of two phases with the first phase to be no more than 360 units and any subsequent phases shall be deferred until after such first phase is complete and at least 75% occupied and at least 200 single-family homes have been completed and occupied.

E. Architectural Design Standards: Architecture and the built environment are important elements to the development of the Project. Due to the importance of these elements, all architectural styles should produce a cohesive visual framework while maintaining architectural variety. All architecture should reflect high quality and craftsmanship, both in design and construction. The use of unusual shapes, colors, and other characteristics that cause disharmony should be avoided. A Texas Hill Country style should be reflected through the use of natural materials and textures.

Achieving a high quality of architectural design for all buildings within the Development is considered a principal goal of these design standards. A variety of lot and dwelling types within the neighborhood should be encouraged. Careful design of a neighborhood can mix different housing types and price ranges. Reflecting the vision of the Project, these development standards call for exterior materials that express the natural environment and range of natural materials found in Central Texas.

The Owner shall record deed restrictions regulating the development of the Property which deed restrictions shall incorporate the standards and requirements of this section E. The deed restrictions shall be enforceable by a homeowner's association created by the Owner and shall be subject to the provisions of Section 1.09.

1. Project Residential Architectural Design Standards
   a. A minimum of 100% of each residence on a Single Family Residential Estate lot in

accordance with Section 1.04.C.1, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.

b. A minimum of 80% of each residence on the lots identified in Section 1.04.C.2 – 1.04.C.6, excluding doors, windows, fascia, trim, handrails, guardrails, decks, columns, etc., shall be masonry consisting of brick, stone, stucco or a combination thereof.
c. The number of primary exterior materials shall be limited to three (3) excluding architectural accent features, roof materials, and windows or doors.
d. Exterior facades shall have a variety of earth tone colors including, but not limited to, reds, browns, light tans, natural and warm whites (stark whites shall be prohibited), buffs, beiges, creams and regionally quarried stone colors.
e. All facades of a building shall be of consistent design and treatment unless the building facade is not visible from public view.
f. The use of window awnings, overhangs and shutters is encouraged. Materials and colors shall be the same or complimentary to the exterior of the building.
g. All single family detached dwellings are encouraged to have front porches or porticos.
h. Detached garages are permitted and encouraged.
i. Detached garages with second level dwelling units are permitted provided, however, that second level dwelling units and the primary structure shall be on a single service meter and the occupancy restrictions of the City's LDC prohibiting occupancy by more than more than two unrelated persons will apply.
j. Corner dwelling units shall present a façade that is consistent in design and architecture to both streets.
k. Corner dwelling units are encouraged to have wrap around porches.
l. Corner lots shall have landscaping that is consistent in design and treatment on both street frontages.
m. Pool and HVAC equipment on corner lots shall be located on the interior side or rear property line.
n. Trash and waste containers shall be located in an area that is screened from public view.
o. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
p. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.

2. Project Nonresidential Architectural Design Standards
   a. All facades shall use one or more of four native limestone colors: Lueders, Cordova Cream, Sandstone, and Shell Stone, or a similar matching manufactured stone. Comparable materials in color, finish, durability, and quality may be substituted for the referenced materials upon review and approval by the Director of Development Services, appealable to the Planning and Zoning Commission.
   b. Architectural façades that clearly define a base, middle and cap are required. These materials should be responsive to climate, adjacent context, site orientation and building usage.
   c. All buildings within the Project shall be designed with a high level of detail, with careful attention to the combination of and interface between materials. Materials chosen shall be appropriate for the theme and scale of the building, compatible with its location within the development, and expressive of the community's desired character and image. Details and materials shall be consistent on all sides of buildings.
   d. A minimum of 80% of each building, excluding doors and windows, shall be masonry consisting of brick, stone, stucco, split face concrete units, or faux stone or brick.
   e. Front facades shall be oriented towards the street right-of-way as appropriate.

f. Building entrances shall be recessed from the front façade or located under a shade device such as an awning or portico.
g. Off-street parking areas shall be shielded from view from the right-of-way through the use of landscape plantings, landscape berms or a combination thereof.
h. These standards shall apply equally to additions and/or alterations to existing structures as well as to new structures. All accessory structures shall be constructed in such a manner so as to be compatible in look, style and materials as the primary structures on the project site.
i. Alternative design standards for all structures may be utilized upon review and approval by the Director of Development Services at the time of site planning. Any decision of the Director of Development Services may be appealed to the Planning and Zoning Commission.

3. Project Multi-Family Architectural Design Standards. Any portion of the Property developed as MF-24, Multiple-Family Residential District in accordance with Section 1.04.A.3 above shall be developed in accordance with the permitted uses and development standards for the MF-24, Multi-Family Residential District (including the multifamily residential design standards set forth in Ordinance 2014-35). Upon submittal of deed restrictions required in Section 1.09 below, the Owner shall meet or exceed the Bulding Design Section of such multifamily residential design standards. Any deviations from such multifamily residential design standards shall require approval of the City Council.

F. Additional Landscape Standards: In addition to the requirements of the City's LDC, the following landscape standards shall be applicable to the development of the Project:
1. The use of drought tolerant, native landscape materials, xeriscaping, active or passive rainwater collection, or a combination thereof, is strongly encouraged for all portions of the Project.
2. Where feasible, native vegetation shall be preserved and remain undisturbed and shall be maintained consistent with any installed landscaping.
3. Where possible, trees that are intended for removal should be relocated utilizing accepted transplanting or relocation practices. Any trees that are relocated may be counted towards any required tree preservation credits.
4. A minimum of 25% of the total lot area of a NC, Neighborhood Commercial lot and 10% of the total lot area of a CC, Community Commercial lot shall be dedicated to landscaping. The Corporate Campus shall have a minimum of 15% of the total lot area dedicated to landscaping. All landscape areas on nonresidential lots shall be provided with an irrigation system designed by a Texas Licensed Irrigator consisting of one of, or a combination of, an automatic underground spray or drip irrigation system or a hose attachment. No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.
5. Where a solid ground cover or lawn is proposed for the front yard of a residential lot, the use of an automatic spray or drip irrigation system is strongly encouraged. At a minimum, a hose attachment shall be required within 100 feet of all front yard landscaping to ensure proper hand watering/irrigation.
6. A minimum 100 foot wide tree preservation/open space landscape buffer setback shall be provided adjacent to the existing Fox Ridge single family residential subdivision along the northwest property line and along the portion of Purgatory Creek that borders the existing Settlement subdivision. The Conceptual Land Use Plan illustrates the location of this tree preservation/open space landscape buffer and provides GIS coordinates at various points along the buffer for reference. This tree preservation/open space landscape buffer is intended to serve as a buffer from the adjacent lots in the Fox Ridge and Settlement Subdivisions. The tree preservation/open space landscape buffer setback will be privately owned and maintained by the Property Owner. Unless otherwise approved through a Site Development Permit, there shall be no clearing, grading or public access within the tree preservation/open space landscape buffer setback area except as may be necessary to allow for the construction of a fence along a property line. The tree preservation/open space

landscape buffer setback area shall be maintained free of all, trash, rubbish, debris or other similar nuisances and fire hazards in accordance with this agreement and the requirements of the City of San Marcos Code of Ordinances.

7. The boundary between the Residential 2 U/A area and southeastern most portion of the "Conservation or Open Space or Proposed Habitat (RHCP) Preserve" as illustrated on the Conceptual Land Use Plan and generally located between the existing Fox Ridge/Settlement subdivisions and the Residential 2 U/A area within the Project, south of Purgatory Creek, has been delineated with GIS coordinates as provided on the Conceptual Land Use Plan.

1.05 Public Infrastructure Improvements

A. The City hereby agrees to allow the extension, improvements of, and connections to City water and wastewater facilities to provide service to the Project up to a maximum of 4,000 service units equivalent. Owner anticipates that the Project will require 4,000 service units of water and wastewater from the City. At the time of execution of this Agreement, City anticipates that it will have sufficient water and wastewater capacity to serve the Project. City further acknowledges that its approval of any subdivision plat of property within the Project shall constitute a representation by the City that it has sufficient water and wastewater capacity available to serve the platted lots at the time of plat approval.

B. All water and wastewater infrastructure required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of water and wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

C. The property owner/developer shall be responsible for the payment of all costs associated with the extension and improvements of infrastructure required to properly serve the development of the Property, which costs may be financed through the PID described in Section 1.05.B below. Prior to the acquisition of any off-site easements or rights-of-way the proposed utility alignments shall be approved by the City. The Owner is responsible for the acquisition of all necessary easements to serve the proposed development. In the event the Owner is unable to acquire an easement through reasonable commercial efforts the Owner may request the assistance of the City. Within 30 days of the receipt of a written request from the Owner, the City will commence an effort, exercising all powers available to the City as a Home Rule municipality, to acquire the necessary easements. The City will direct the work of an acquisition team, acceptable to the City and the Owner, contracted and paid by the Owner, in order to acquire the necessary easements.

D. Notwithstanding the foregoing, nothing herein shall be construed to prohibit the parties and/or adjacent developments or subdivisions from mutually agreeing to cost participate or oversize reimbursement on specifically defined infrastructure in accordance with applicable City and State requirements for such participation or reimbursement.

E. To ensure a high quality, attractive development, where feasible, all utility infrastructure, including but not limited to water, wastewater and electrical infrastructure, for the Project shall be placed underground. All utility appurtenances that are required to be above ground may be placed above ground as necessary to serve the development of the Property. All extensions shall be made in a public utility easement or public right-of-way (ROW).

F. The Owner hereby requests and supports the City expanding its water and wastewater Certificate of Convenience and Necessity areas as necessary to serve the development of the Project.

G. The City hereby acknowledges that the County authorized the creation of a Public Improvement District ("PID") on approximately 2,029 acres of the Property (the "Existing PID") on September 23, 2014, pursuant to a County Resolution adopted pursuant to Chapter 372 of the Local Government Code (the "Existing PID Resolution"). If the Owner submits a petition to the County requesting that all or any portion of the remainder of the Property be added to the Existing PID or that a new PID be created for such portion of the remainder of the Property, the City hereby agrees to not oppose such petition.

H. The City hereby recognizes and acknowledges that oversizing of infrastructure improvements may be necessary to accommodate future growth and development of adjacent properties. In the event that oversizing is determined to be appropriate, the City shall enter into an agreement

with the Owner in accordance with Section 7.1.3.1 of the Land Development Code.

I. The City and the County are willing to consider Chapter 380 and Chapter 381 economic development incentive agreements for the commercial portions of the Project. The terms, conditions, and amount of any incentive agreements shall be determined by separate agreement of the City, County, Owner, and/or applicable third parties.

J. Street Standards. All streets and roads within the Property shall be designed and constructed in conformance with the design guidelines and cross sections adopted by the City of San Marcos in accordance with Context Sensitive Street Design Standards. Alternative street design standards and cross sections for all streets may be utilized upon review and approval by the City and County Directors of Development Services at the time of detailed engineering and platting. Any decision of the City and County Directors of Development Services may be appealed to the Planning and Zoning Commission and the County Commissioners Court.

1.06 Impervious Cover

The maximum allowable impervious cover for the Property ("Permitted Maximum Allowable Property Impervious Cover") shall be 19% of the 2,552.379 acres of the gross area of the Property (which gross area expressly includes the 700.2 acres of gross area of the Conservation Habitat (RHCP) Preserve, and the 91.5 acres of additional Purgatory Creek Open Space shown on the Conceptual Land Use Plan attached hereto as **Exhibit "B"**, regardless of whether Owner conveys a perpetual conservation or other easement or fee simple title to any portion of such areas to the City, the County, or any other governmental entity or conservation organization). The total Permitted Maximum Allowable Property Impervious Cover may be distributed throughout the Property or may be clustered as necessary provided that the total impervious cover on the 2,552.379 acres of the gross area of the Property does not exceed the Permitted Maximum Allowable Property Impervious Cover. If any portion of the Property is used for the right-of-way for Centerpoint Road, then the gross area of such portion of the Property and any impervious cover placed on such portion of the Property shall be excluded from all impervious cover calculations with respect to the remainder of the Property.

Clustering Incentives in accordance with Section 5.2.8 of the City's LDC may be utilized within the Property subject to the City's approval of a Qualified Watershed Protection Plan Phase 1 and shall be subject to review and approval of all applicable City of San Marcos permits including Watershed Protection Plans, Site Preparation Permits and Environmental and Geologic Assessments and shall be subject to all City of San Marcos and TCEQ regulations for buffering and protection of sensitive features, if any such features are identified on the Property.

1.07 Environmental, Water Quality & Detention Standards

The development of the Property shall comply with Chapter 5 of the Land Development Code as amended on March 4, 2014 and the associated City of San Marcos Storm Water Technical Manual; provided, however, that development of the Additional Property shall comply with Chapter 6 of the Land Development Code as amended on April 17, 2018 and the associated City of San Marcos Storm Water Technical Manual. No portion of the Project shall contain concrete storm water detention boxes. Development of the Property will adhere to a standard for removal of a minimum of 85% of the increase in Total Suspended Solids (TSS) after full development of the Property over the baseline existing conditions before development of the Property. The 85% TSS removal may be accomplished utilizing traditional best management practices (BMP's), approved low-impact development (LID) practices, or a combination thereof. All BMP's shall be designed and maintained by the Owner to achieve the performance standard of 85% TSS removal. BMP's for treatment and detention of stormwater proposed for development of this Property may include, but shall not be limited to traditional BMP's such as detention ponds, grass-lined swales, rain gardens, bioswales, biofiltration ponds and native drought-tolerant plants for landscaping or non-traditional, innovative BMP's. The technical design of traditional BMP's shall be in accordance with the City of San Marcos Storm Water Technical Manual. The use of innovative or non-traditional BMP's shall be approved by the City and used within the Property when accompanied by supporting documentation (i.e. product research / testing or acceptance from other jurisdictions) illustrating the effectiveness of the BMP's in achieving treatment standards identified herein. The technical design of innovative or non-traditional BMP's

shall be in accordance with supplied supporting documentation. Approved vegetative buffers and filters shall not include invasive species.

Low Impact Development (LID) techniques allow for greater development potential with less environmental impacts through the use of smarter designs and advanced technologies that achieve a better balance between conservation, growth, ecosystem protection, public health, and quality of life. Where feasible and practical to achieve maximum water quality standards, the development within the Property may incorporate various LID techniques, in one form or another, that work in conjunction with traditional BMP's to achieve 85% TSS removal.

Development of the Property may incorporate pervious paving materials such as pervious pavers, pervious concrete (grasscrete or ecocrete) or other pervious paving materials where appropriate. For pervious paving materials used, technical documentation demonstrating the pervious nature of the specific system or systems as installed shall be provided and approved by the City. In the event that City approved pervious paving materials are utilized, the development of the Property shall receive credit towards the Permitted Maximum Allowable Impervious Cover.

During the construction process, stabilization and protection measures shall be utilized to limit site disturbance to the construction perimeter (the limits of construction). The type and adequacy of the erosion and sedimentation controls shall be subject to approval of the Director of Development Services prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process. A combination of various approved erosion and sedimentation control measures will be implemented where appropriate.

Discharge of sediment from the construction site shall be minimized and controlled as per applicable City, State and Federal requirements. It shall be the responsibility of the Owner and its contractors to clean up any discharge of sedimentation from the Property. No construction shall begin until all required City Plans are approved and a stormwater pollution prevention plan (SWPPP) is produced by the Owner and approved by the City. An erosion and sedimentation control program shall include construction sequencing and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency, as specified in the SWPPP, and results shall be available for inspection by the City at all times.

A full Water Pollution Abatement Plan (WPAP) including a geologic assessment and geotechnical report, prepared by a licensed third-party engineer and/or professional geologist selected by the Owner and approved by the City of San Marcos Director of Engineering and Capital Improvements, shall be provided by the Owner and approved by the City, prior to the approval of any final plat on the Property or any portion thereof. The WPAP documents shall include construction sequencing and detailed means and methods for drainage and sedimentation/erosion control measures to be implemented during construction. The type and adequacy of the erosion and sedimentation controls shall be subject to City approval prior to installation. All erosion and sedimentation controls shall be monitored and maintained at all times during the construction process, and shall be inspected on an appropriate frequency (as specified in the approved WPAP) by a qualified, third-party engineering inspector, and results shall be provided to the City following each inspection.

A maintenance agreement for the permanent BMPs on the Property written according to Sections 5.1.1.7 and 5.1.1.8 of the LDC shall be submitted. The maintenance agreement shall include provisions for testing and monitoring BMPs to make sure required volumes and other characteristics are still intact as originally designed. An easement for inspection and monitoring purposes in favor of an in a form acceptable to the City must be provided by the property owner.

1.08 Parkland and Open Space Dedication

A. In the event the Property is fully built out (i.e., the maximum 2,800 units under Section 1.04B is achieved across the entire property), the maximum total required parkland dedication shall be 35.64 acres. The development of the Property will meet or exceed all applicable parkland dedication requirements of the City. Except as may otherwise be permitted by the City, dedication of all or any portion of the required parkland shall occur in conjunction with the final plat on all or any portion of the Property.

B. All parkland, open space, sidewalks and trails, and designated amenities that are not owned and maintained by the Homeowners Association shall be open and available to the public, subject to any applicable rules and regulations of the U.S. Fish and Wildlife Service and the RHCP. Access to the parkland and open space shall be provided at the time of subdivision platting.

C. In addition to the required public parkland dedication amount indicated above, a variety of private active and passive recreational facilities ranging from small neighborhood pocket parks to larger improved common areas or parks are envisioned. These facilities shall be connected through a pedestrian network consisting of sidewalks and/or trails. The Project's network of trails will be approximately 10-14 miles and provide connectivity to the Purgatory Creek Natural Area with a small parking area at such time and in such location as determined by Owner and City.
   1. The minimum width for a sidewalk shall be six feet (6').
   2. Sidewalks shall be constructed of concrete or asphalt.
   3. Sidewalks may be located adjacent to the street right-of-way and incorporated into an appropriate street cross-section.
   4. The minimum width for a trail shall be eight feet (8').
   5. Trails may be constructed of concrete, asphalt, crushed granite, or other material common in trail construction.
   6. Trails may be located adjacent to the street right-of-way and be incorporated as part of an alternative street cross-section upon the approval by the Director of Development Services or may be constructed in open space areas or improved common areas.
   7. The location of sidewalks and trails shall be determined at the time of preliminary platting and development of infrastructure construction plans and shall be included as part of a Subdivision Improvement Agreement.

1.09 Deed Restrictions and Creation of Homeowner's Association

The Owner shall create a homeowner's association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The homeowner's association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The homeowner's association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Hays County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.

1.10 Hays County Regional Habitat Conservation Plan & Endangered Species Act

Prior to any development activity as defined in the City's LDC, the Owner shall comply with the Endangered Species Act, specifically related to the golden-cheeked warbler or black-capped vireo, by either obtaining approvals from the U.S. Fish and Wildlife Service or through voluntary participation in the Hays County Regional Habitat Conservation Plan ("RHCP").

SECTION 2: MISCELLANEOUS PROVISIONS

2.01 Term

A. This Agreement shall commence and bind the Parties on the Effective Date and continue until all

of the Property has been annexed for full purposes by the City (the "Term"), unless sooner terminated as provided in Section 2.01.C below. If, however, no progress toward completion of the Project, as defined under Section 245.005 of the Texas Local Government Code, is made within five (5) years of the date of this Agreement, this Agreement shall expire and Owner hereby agrees that any development of the Property shall comply with the ordinances in effect at the time the first plat application for any portion of the property is filed. This written Agreement may be extended for additional terms as allowed by law upon mutual written agreement of the parties.

B. After the expiration or termination of this Agreement, this Agreement will be of no further force and effect.

C. This Agreement may be terminated or amended as to all or any portion of the Property at any time by mutual written agreement between the City and Owner.

2.02 Authority

This Agreement is entered into, in part, under the statutory authority of Section 212.172 of the Texas Local Government Code and the applicable provisions of the Texas Constitution and the laws of the State of Texas. By virtue of this Agreement, Owner agrees to authorize the full purpose annexation of the Property by the City subject to applicable provisions of Chapter 43 of the Texas Local Government Code and in accordance with the terms and conditions set forth in this Agreement.

2.03 Equivalent Substitute Obligation

If any Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, changed circumstances or subsequent conditions that would legally excuse performance under this Agreement, or any other reason beyond the Party's reasonable and practical control, the Parties will cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

2.04 Cooperation

The Parties agree to execute and deliver all such other and further documents or instruments and undertake such other and further actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

2.05 Litigation

In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any action taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, but only to the extent each party determines, in its sole discretion, that its interests are aligned or not in conflict with the other party's interests. The filing of any third-party lawsuit relating to this Agreement or the development of the Property will not delay, stop, or otherwise affect the development of the Property or the City's processing or issuance of any approvals for the development of the Property, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the development of the Property.

2.06 Default

Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for all purposes of this Agreement. In the event of a non-cured default, the non-defaulting Party shall have all the rights and remedies available under applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or

attempted violation of this Agreement, or to enforce the defaulting Party's obligations under this Agreement by specific performance. Nothing herein shall prevent the Parties from extending the above specified time frames for default and/or cure by mutual written agreement.

2.07 Governmental Powers; Waiver of Immunity
It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights.

2.08 Governing Law and Venue
The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas. The City and the Owner further agree that all actions to be performed under this Agreement are performable in Hays County, Texas.

2.09 Attorney's Fees
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees from the other Party. The amount of fees recoverable under this paragraph may be set by the court in the trial of the underlying action or may be enforced in a separate action brought for that purpose, and any fees recovered shall be in addition to any other relief that may be awarded.

2.10 Entire Agreement
This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous written or oral understandings or representations of the Parties with respect to this Agreement, including superseding the Existing Development Agreement.

2.11 Exhibits/Amendment
All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended only by mutual agreement of the Parties and in accordance with the applicable procedures outlined in Section 1.4.2.6(c) the City's LDC.

2.12 Severability
If any section, subsection, sentence, clause, phrase, paragraph, part or provision of this Agreement be declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional or unenforceable in any respect, such unenforceability, unconstitutionality, illegality or invalidity shall not affect any of the remaining sections, subsections, sentences, clauses, phrases, paragraphs, parts or provisions of this Agreement as a whole, or in any part, since the same would have been enacted by the City Council without the incorporation in this Agreement of any such invalid, illegal, unconstitutional or unenforceable section, subsection, sentence, clause, phrase, paragraph, part or provision.

2.13 Interpretation
Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

2.14 Notice
Any notice, request or other communication required or permitted by this Agreement shall be in writing and may be affected by overnight courier or hand delivery, or by sending said notice by registered or certified mail, postage prepaid, return receipt requested, and addressed to the Parties as set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed to:

City Manager
City of San Marcos
630 E. Hopkins Street
San Marcos, Texas 78666

Any notice mailed to the County shall be addressed to:

Director of Development Services
Hays County
2171 Yarrington Road
San Marcos, TX 78666

Any notice mailed to LOR, LCSM Ph. 1-1, LCSM Ph.1-2, LSCM Ph. 2, LCSM Ph. 3, La Cima Commercial, LCSM WW or LCSM West shall be addressed to:

c/o Dubois, Bryant & Campbell, LLP
Attn: Mr. Bryan W. Lee, Manager
303 Colorado, Suite 2300
Austin, Texas 78701

2.15 Force Majeure
Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

2.16 Assignment
As of the Effective Date, Owner owns the Property. Owner may assign its rights and obligations under this Agreement to any third party (ies) only after providing written notice of assignment to the City. The terms of this Agreement shall be covenants running with the land and binding on successors and assigns.

2.17 Signatures
The City represents that this Agreement has been approved and duly adopted by the City Council of the City in accordance with all applicable public meeting and public notice requirements including, but not limited to, notices required by the Texas Open Meetings Act, and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so.

2.18 Successors and Assigns and Recordation
The terms of this Agreement shall be covenants running with the land and binding on successors and assigns. Pursuant to the requirements of Section 212.172(f), Local Government Code, this Agreement shall be recorded in the official public records of Hays County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future owners of all or any portion of the Property. Notwithstanding the foregoing, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations within this Agreement that apply to specific lots, including architectural, environmental and water quality, landscaping and setback and dimensional standards, and impervious cover limits, together with applicable rights of enforcement in this Agreement as to such land use and development regulations.

2.19 Counterpart Originals
This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[*Signature Page Follows*]

EXECUTED to be effective as of the Effective Date first stated above.

CITY OF SAN MARCOS, TEXAS

By: _____
Name:
Title:

HAYS COUNTY, TEXAS

By: _____
Name:
Title:

LAZY OAKS RANCH, LP, a Texas Limited Partnership

By: Lazy Oaks GP, LLC, its general partner

By: _____
Bryan W. Lee
Its: Manager

LCSM PH. 1-1, LLC, a Texas Limited Liability Company

By: _____
Name: Bryan W. Lee
Title: Manager

LCSM PH. 1-2, LLC, a Texas Limited Liability Company

By: _____
Name: Bryan W. Lee
Title: Manager

LCSM PH. 2, LLC, a Texas Limited Liability Company

By: _____
Name: Bryan W. Lee
Title: Manager

LCSM PH. 3, LLC, a Texas Limited Liability Company

By: _____
Name: Bryan W. Lee
Title: Manager

LA CIMA COMMERCIAL, LP, a Texas Limited Partnership

By: La Commercial GP, LLC, its general partner

By: _____
Name: Bryan W. Lee
Title: Manager

LCSM WW, LLC, a Texas Limited Liability Company

By: _____
Name: Bryan W. Lee
Title: Manager

LCSM WEST, LP, a Texas Limited Partnership

By: LCSM West GP, LLC, its general partner

By: _____
Name: Bryan W. Lee
Title: Manager

Acknowledgements

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of Lazy Oaks GP, LLC, general partner of Lazy Oaks Ranch, L.P., a Texas Limited Partnership, in such capacity, on behalf of said entities.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of LCSM Ph. 1-1, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of LCSM Ph. 1-2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of LCSM Ph. 2, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of LCSM Ph. 3, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of La Cima Commercial GP, LLC, general partner of La Cima Commercial, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of LCSM WW, LLC, a Texas Limited Liability Company, in such capacity, on behalf of said entities.

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2021, by Bryan W. Lee, Manager, of LCSM West GP, LLC, general partner of LCSM West, LP, a Texas Limited Partnership, in such capacity, on behalf of said entities.

_____
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 2021, by _____, City Manager of the City of San Marcos, in such capacity, on behalf of said entity.

_____
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 2021, by _____, _____ of Hays County, in such capacity, on behalf of said entity.

_____
Notary Public, State of Texas

Exhibit "A"

TRACT DESCRIPTIONS

TRACT "A": 649.592 ACRES, SAVE AND EXCEPT 5.000 ACRES, 5.000 ACRES AND 5.000 ACRES (634.592 ACRES TOTAL)

649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAVE AND EXCEPT THREE (3) TRACTS OF LAND CONTAINING 5.000 ACRES EACH (SEE PAGES 2-5 FOR METES AND BOUNDS DESCRIPTIONS OF SAID SAVE AND EXCEPT TRACTS).

TRACT "B": 1388.17 ACRES, SAVE AND EXCEPT 23.823 ACRES (1364.347 ACRES TOTAL)

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SAVE AND EXCEPT

23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "C": 8.73 ACRES, SAVE AND EXCEPT 2.467 ACRES (6.263 ACRES TOTAL)

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SAVE AND EXCEPT

2.467 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; SAID 2.467 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM LAZY OAKS RANCH, LP, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 5038, PAGE 689, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "D": 23.823 ACRES

23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK McGREAL SURVEY, ASBSTRAT NO. 308 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES DESCRIBED IN GENERAL WARRANTY DEED FROM SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

SAVE AND EXCEPT "TRACT 1": 5.000 ACRES

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a leaning 1/2-inch iron rod found at the south corner of a called 4.337 acre tract designated as "Tract One" and described in the Warranty Deed to the City of San Marcos of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, same being a re-entrant corner in the northwest line of the said 659.9 acre remainder tract, for an angle point in the northeast line and the **POINT OF BEGINNING** of the tract described herein;

THENCE through the interior of the said 659.9 acre remainder tract and with the east, southeast, southwest, and northwest lines of the tract described herein, the following four (4) courses and distances:

1. S 06°45'16" E, a distance of 189.51 feet to a calculated point for the east corner of the tract described herein,

2. S 42°59'13" W, a distance of 595.64 feet to a calculated point for the south corner of the tract described herein,

3. N 45°07'08" W, a distance of 316.85 feet to a calculated point in the east line of an electric transmission/distribution line easement of variable width described in the deed to the

Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the west corner of the tract described herein, and

4. N 42°48'10" E, with the east line of the said LCRA easement, a distance of 708.83 feet to a calculated point in the northwest line of the said 659.9 acre remainder tract and the southwest line of the said 4.337 acre tract, being the northeast corner of the said LCRA easement, for the north corner of the tract described herein, from which a 1/2-inch iron rod found in the southeast line of that certain called 8.73 acre tract, designated as "Tract Two" and described in the Special Warranty Deed to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being a north corner of the said 659.9 acre remainder tract and the north corner of the said LCRA easement, same being the west corner of the said 4.337 acre tract, bears N 46°37'22" W, a distance of 125.70 feet;

THENCE S 46°37'22" E, with the northeast line of the said 659.9 acre remainder tract, the southwest line of the said 4.337 acre tract, and the northeast line of the tract described herein, a distance of 174.33 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less.

SAVE AND EXCEPT "TRACT 2": 5.000 ACRES

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 6-inch cedar fence corner post found at an angle point in the southeast line of the said 659.9 acre remainder tract, same being an angle point in the southwest line of the remainder of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams and Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most northerly corner of that called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, and from which an 8" dead cedar tree found at the most westerly corner of the said 114 acre remainder tract, being an angle point in the southeast line of the said 659.9 acre remainder tract, bears N 29°29'12" W, a distance of 59.58 feet;

THENCE with a portion of the southeast line of the said 659.9 acre remainder tract, also with the northwest line of the said 311.74 acre tract, the following four (4) courses and distances:

1. S 43°09'44" W, a distance of 155.92 feet to a 6-inch cedar fence post found for an angle point,

2. S 44°10'39" W, a distance of 216.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

3. S 45°16'39" W, a distance of 951.78 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point, and

4. S 45°32'23" W, a distance of 510.96 feet to a calculated point at the southwest corner of an electric transmission/distribution line easement of variable width described in the deed to the Lower Colorado River Authority (LCRA), of record in Volume 242, Page 699, Deed Records of Hays County, Texas, for the southeast corner and the **POINT OF BEGINNING** of the tract described herein;

THENCE S 45°32'23" W, continuing with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 325.12 feet to a calculated point for the south corner of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, bears S 45°32'23" W, a distance of 6348.00 feet;

THENCE leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44°27'37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,

2. N 45°32'23" E, a distance of 763.89 feet to a calculated point in the west line of the said LCRA easement, for the north corner of the tract described herein, and

3. S 03°11'10" W, with the west line of the said LCRA easement and the east line of the tract described herein, a distance of 593.73 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less.

SAVE AND EXCEPT "TRACT 3": 5.000 ACRES

DESCRIPTION OF 5.000 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 5.000 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3-1/2 inch metal fence corner post found near the top of a bluff and the approximate location of the north bank of Purgatory Creek, being the most southerly corner of the

said 659.9 acre remainder tract and the most westerly corner of that certain called 311.74 acre tract described in the Warranty Deed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, same being an angle point in the northerly line of that certain called 521.55 acre tract described in the Special Warranty Deed to Dixie C. Lenz, Rita K. Steitle, and Medora C. Pratt, in equal undivided shares, of record in Volume 4517, Page 277, Official Public Records of Hays County, Texas;

THENCE with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, the following three (3) courses and distances:

1. N 45°43'43" E, a distance of 606.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

2. N 44°57'33" E, a distance of 408.78 feet to a 6-inch cedar fence corner post found at an angle point, and

3. N 45°32'23" E, a distance of 1466.74 feet to a calculated point for the south corner and the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the northwest line of the said 311.74 acre tract and through the interior of the said 659.9 acre remainder tract, with the southwest, northwest and east lines of the tract described herein, the following three (3) courses and distances:

1. N 44°27'37" W, a distance of 400.00 feet to a calculated point for the west corner of the tract described herein,

2. N 45°32'23" E, a distance of 678.61 feet to a calculated point in the west line of a 15 foot wide electric distribution line easement described in the deed to Pedernales Electric Cooperative, Inc., of record in Volume 401, Page 813, Deed Records of Hays County, Texas, for the north corner of the tract described herein, and

3. S 10°37'01" E, with the west line of the said Pedernales easement, a distance of 481.60 feet to a calculated point in the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point in the southeast line of the said 659.9 acre remainder tract and an angle point in the northwest line of the said 311.74 acre tract, bears N 45°32'23" E, a distance of 5306.95 feet;

THENCE S 45°32'23" W, with a portion of the southeast line of the said 659.9 acre remainder tract and the northwest line of the said 311.74 acre tract, also with the southeast line of the tract described herein, a distance of 410.39 feet to the **POINT OF BEGINNING** and containing 5.000 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

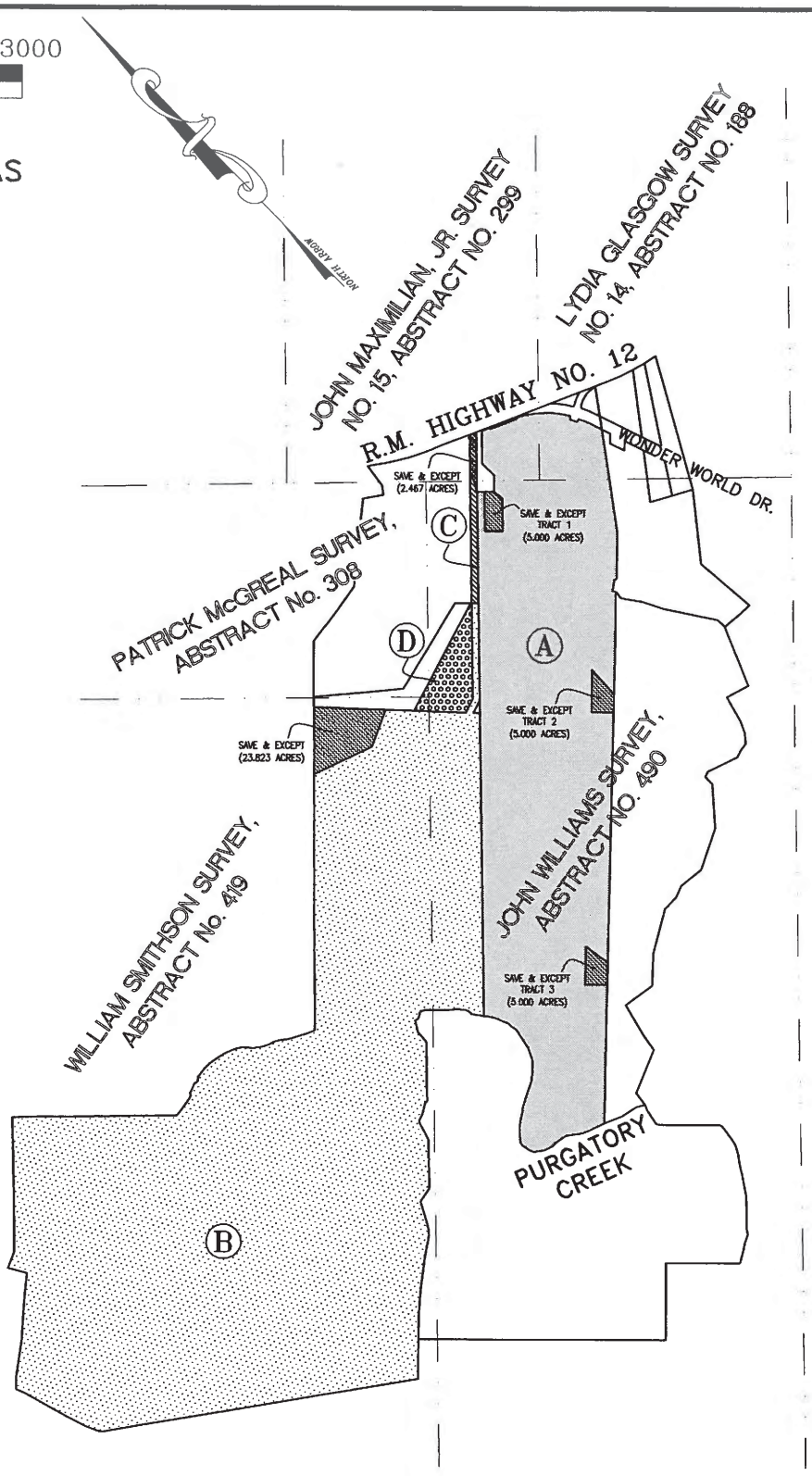
BOWMAN WORD FILE: FN1574R2(dz)

H:\Survey_FieldNotes\FN-1500s\FN1574R2(dz).doc

3000 0 3000

SCALE: 1"=3000'

HAYS COUNTY, TEXAS



Ⓐ

FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED
TO
LAZY OAKS RANCH, LP
649.592 ACRES
VOL. 4877, PG. 632
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS SOLID HATCH)

Ⓑ

BAT PARTNERS, LTD.
TO
LAZY OAKS RANCH, L.P.
TRACT ONE: 1388.17 ACRES
VOL. 3772, PG. 231
NOVEMBER 13, 2009
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS DOT HATCH)

Ⓒ

BAT PARTNERS, LTD.
TO
LAZY OAKS RANCH, L.P.
TRACT TWO: 8.73 ACRES
VOL. 3772, PG. 231
NOVEMBER 13, 2009
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS SLANT HATCH)

Ⓓ

SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TO
LAZY OAKS RANCH, L.P.
23.823 ACRES
VOL. 5038, PG. 698
OCTOBER 06, 2014
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(SHOWN AS HEX HATCH)

Bowman CONSULTING

Bowman Consulting Group, Ltd.
3101 Bee Cave Road, Suite 100, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-2986 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY
TRACT DESCRIPTIONS
IN FN1574R2

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\5956-01-002_LAZY OAKS-FREEMAN.dwg
DATE: Mar 28,2018-3:22pm

Exhibit "A-1"

FIELD NOTES DESCRIPTION - TRACT 2 1.150 ACRES

DESCRIPTION OF 1.150 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.150 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found in the interior of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in Exhibit "C" in the Special Warranty Deed to the County of Hays, of record in Volume 4264, Page 511, Official Public Records of Hays County, Texas, being the northwest corner of that called 0.14 acre tract described as "Easement Tract IV" in the Easement Agreement between The Frost National Bank, Trustee of the Joseph Freeman Testamentary Trust, and the City of San Marcos, of record in Volume 1239, Page 104, Official Public Records of Hays County, Texas;

THENCE S 66°45'57" E, through the interior of said R.M. Highway No. 12, with the north line of said 0.464 acre tract and said 0.14 acre easement tract, also with a portion of the north lines of said 6.4500 acre tract and that called 0.611 acre tract described as "Easement Tract III" in said Easement Agreement of record in Volume 1239, Page 104, passing at a distance of 451.60 feet a TXDOT type II monument found for the common north corner of said 0.464 acre tract and that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, continuing for a total distance of 1336.77 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the east right-of-way line of said Wonder World Drive, for the **POINT OF BEGINNING**, being an angle point in the northerly line of said 659.9 acre remainder tract and also an angle point in the northerly line of said 6.4500 acre tract, for the northwest corner of the tract described herein;

THENCE S 66°45'57" E, continuing with the north line of said 0.611 acre easement tract and also with the south right-of-way line of said R.M. Highway No. 12 and a portion of the north line of said 659.9 acre remainder tract, with the north line of the tract described herein, a distance of 544.90 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the north right-of-way line of Old Ranch Road 12 (R.O.W. varies), being an angle point in the northerly lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of said R.M. Highway No. 12 and the north line of said 0.611 acre easement tract, with the curving north right-of-way line of said Old Ranch Road 12, also with the curving northerly interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the east line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 560.00 feet, an arc length of 174.70 feet, and a chord which bears S 68°05'29" W, a distance of 173.99 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,

2. S 58°43'50" W, a distance of 47.47 feet to a TXDOT type II monument found, and

3. S 75°23'37" W, a distance of 54.82 feet to a TXDOT type II monument found at the intersection of the north right-of-way line of said Old Ranch Road 12 with the east right-of-way of said Wonder World Drive, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most southerly corner of the tract described herein;

THENCE leaving the north right-of-way line of said Old Ranch Road 12 and with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, with the arc of a curve to the left, having a radius of 1997.36 feet, an arc length of 402.79 feet, and a chord which bears N 37°39'28" W, a distance of 402.11 feet to the **POINT OF BEGINNING** and containing 1.150 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1548B(clw)

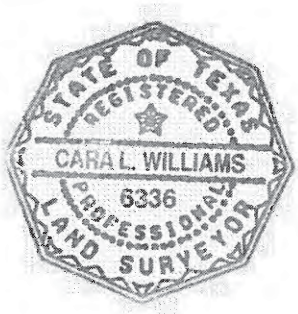
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5TH day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas



H:\Survey_FieldNotes\FN-1500s\FN1548B(clw).doc

Exhibit "A-2"

2.303 Acres
Lydia Glasgow Survey No. 14, A-188
Hays County, Texas

Job No. 5956-01-002
FN1548C(clw)

FIELD NOTES DESCRIPTION - TRACT 3 2.303 ACRES

DESCRIPTION OF 2.303 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 653.045 ACRES BEING COMPRISED OF TRACT I (649.592 ACRES), TRACT 2 (1.150 ACRES) AND TRACT 3 (2.303 ACRES), AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the east right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract and an angle point in the easterly line of that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, same being the most northerly corner of that called 6.8059 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3197, Page 401, Official Public Records of Hays County, Texas, same being an angle point in the westerly line of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams & Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most southerly corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the west right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract, same being the most southerly corner of said 6.4500 acre tract, same being the northwest corner of said 6.8059 acre tract, bears, S 35°27'05" W, a distance of 243.79 feet;

THENCE with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 19°34'42" W, a distance of 83.03 feet to a TXDOT type II monument found at the beginning of a curve to the left,

2. with the arc of said curve to the left, having a radius of 2009.86 feet, an arc length of 276.89 feet, and a chord which bears N 23°34'40" W, a distance of 276.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the intersection of the east right-of-way line of said Wonder World Drive with the south right-of-way line of said Old Ranch Road 12, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most westerly corner of the tract described herein;

THENCE leaving the east right-of-way line of said Wonder World Drive and with the south right-of-way line of said Old Ranch Road 12, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the north line of the tract described herein, the following three (3) courses and distances:

1. N 37°48'08" E, a distance of 46.59 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,

2. N 58°50'07" E, a distance of 47.11 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the beginning of a curve to the right, and

3. with the arc of said curve to the right, having a radius of 440.00 feet, an arc length of 390.22 feet, and a chord which bears N 84°25'07" E, a distance of 377.56 feet to a painted hole found in concrete being the most easterly corner of said 6.4500 acre tract and an angle point in the easterly

line of said 659.9 acre remainder tract, also being in the west line of said 114 acre remainder tract, for the most easterly corner of the tract described herein,

THENCE S 35°28'03" W, with a portion of the east line of said 659.9 acre remainder tract and also with a portion of the west line of said 114 acre remainder tract, with the east line of the tract described herein, a distance of 527.61 feet to the **POINT OF BEGINNING** and containing 2.303 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1548C(clw)

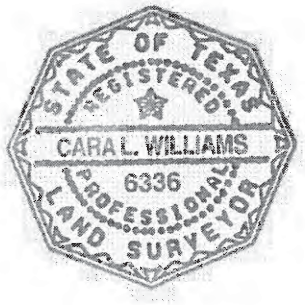
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 and January 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 5TH day of January 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas



H:\Survey_FieldNotes\FN-1500s\FN1548C(clw).doc

Exhibit "A-3"

DESCRIPTION OF 390.52 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 515.964 ACRES IN A DEED FROM V & H ROBINSON RANCHES, LTD. TO W. L. WOOTAN ET UX DATED DECEMBER 9, 1998 AND RECORDED IN HAYS COUNTY DOCUMENT NO. 9920197 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 8" Cedar fence corner post in the northeast line of the Jonathan Scott Survey, Abstract No. 430 for the approximate west corner of the William Burke Survey, Abstract No. 68 and for the south corner of the G. W. A. Colton Survey, Abstract No. 95 and for the northerly-west corner of the Wootan tract, and being in the northeast line of that 1422.46 acre tract described in a deed from Milton H. West et ux to MHW Operations Ltd. dated December 28, 2000 and recorded in Volume 1754, Page 588 of the Hays County Official Public Records, and being the south corner of the Bridlewood Ranches, Section 2, a subdivision recorded in Volume 11, Page 69 of the Hays County Plat Records;

THENCE leaving the Scott Survey, the MHW Operations 1422.46 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 27873-17-2-d dated March 22, 2017 as prepared for Wootan Family Estate by Byrn & Associates, Inc. of San Marcos, Texas with the common northwest line of the Burke Survey and the Wootan tract and southeast line of the Colton Survey and Bridlewood Ranches, Section 2, as fenced and used upon the ground, the following six courses:

1. **N 47° 38' 55" E 424.80 feet** to an angle point,
2. **N 46° 40' 52" E 282.88 feet** to a 6" Cedar post for an angle point,
3. **N 44° 51' 43" E 557.74 feet** to an 8" Cedar post for an angle point,
4. **N 46° 16' 27" E 548.58 feet** to a 4" Cedar post for an angle point,
5. **N 45° 46' 36" E 604.71 feet** to a 4" Cedar post for an angle point, and
6. **N 45°18' 03" E 260.56 feet** to a 1/2" iron rod found with a plastic cap stamped "B&G" for the north corner of this tract and the west corner of that 1388.17 acre tract described in a deed from BAT Partners, Ltd. to Lazy Oaks Ranch, LP dated November 13, 2009 and recorded in Volume 3772, Page 231 of the Hays County Official Public Records;

THENCE leaving the Colton Survey and Bridlewood Ranch tract and entering the Burke Survey with the common northeast line of the Wootan tract and southwest line of the Lazy Oaks Ranch tract as fenced, the following five courses:

1. **S 21° 03' 09" E 169.44 feet** to a triple 5" Elm tree for an angle point,
2. **S 15° 51' 32" E 479.74 feet** to a 10" Live Oak tree for an angle point,
3. **S 15° 05' 56" E 382.38 feet** to a 3" Cedar post for an angle point,
4. **S 17° 43' 48"E 393.12 feet** to an 8" Live Oak tree for an angle point, and
5. **S 24°52' 31" E 288.56 feet** to a 1/2" iron rod set for an angle point;

THENCE leaving fence, and continuing with said common line **S 54° 00' 57" E 5744.26 feet** to a 1/2" iron rod set in fence in the southeast line of the Burke Survey for the east corner of the Wootan tract and south corner of the Lazy Oaks Ranch tract and being in the northwest line of the John Williams Survey, Abstract No. 490 and that 100 acre tract described in a deed from Rita P. Steitle to Rita P. Steitle et vir dated May 27, 2015 and recorded in Volume 5249, Page 252 of the Hays County Official Public Records;

THENCE with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Williams Survey and Steitle tract, as fenced and agreed to in a boundary line agreement between J. H. Robinson and E. E. Posey dated May 24, 1942 and recorded in Volume 124, Page 496 of the Hays County Deed Records, the following four courses:

1. **S 44° 50' 55" W 648.35 feet** to a 4" Cedar post for an angle point,
2. **S 45° 15' 06" W 472.53 feet** to a 12" Live Oak tree for an angle point,
3. **S 48°27' 47" W 112.04 feet** to a 20" Live Oak tree for an angle point, and
4. **S 41° 06' 56" W 95.25 feet** to an 8" Cedar corner post for the west corner of the Williams Survey and Steitle tract and the north corner of the Isaac Lower Survey, Abstract N. 287 and that 248.18 acre tract - Exhibit A - described in a deed from George R. Williams et al to George R. Williams et al dated July 26, 2012 and recorded in Volume 4402, Page 461 of the Hays County Official Public Records;

THENCE leaving the Steitle tract with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Lowe Survey and the Williams 248.18 acre tract, as fenced and used, the following nine courses:

1. **S 45° 23' 08" W 792.32 feet** to a 12" Cedar tree for an angle point,

2. **S 45° 44' 41" W 239.94 feet** to a 24" Live Oak tree for an angle point,

3. **S 61° 50' 25" W 145.68 feet** to an 8" Live Oak tree for an angle point,

4. **S 69° 03' 13" W 37.17 feet** to a 16" Cedar tree for an angle point,

5. **S 75° 18' 47" W 41.96 feet** to a 10" Live Oak tree for an angle point,

6. **S 64° 57' 31" W 41.05 feet** to a 14" Live Oak tree for an angle point,

7. **S 54° 42' 38" W 43.53 feet** to a 16" Live Oak tree for an angle point,

8. **S 47° 50' 55" W 38.51 feet** to an 8" Live Oak tree for an angle point, and

9. **S 43° 42' 13" W 143.87 feet** to a 6" Cedar corner post for an interior corner in the east line of the Wootan tract and west corner of the Williams 248.18 acre tract;

THENCE crossing the Wootan tract **S 44° 24' 40" W 26.23 feet** to an 8" creosote post for an interior corner in the west line of the Wootan tract and the east corner of the aforereferenced MHW Operations 1422.46 acre tract, as fenced and used upon the ground, and being the south corner of this tract;

THENCE with the common southwest line of the Wootan tract and northeast line of the MHW Operations tract, as fenced and used upon the ground, the following two courses:

1. **N 25° 25' 07" W 23.14 feet** to an 8" creosote fence post and

2. **N 44° 38' 00" W (being the Bearing Basis for this description) 7118.29 feet** to the **PLACE OF BEGINNING.** There are contained within these metes and bounds 390.52 acres, more or less, of land area as prepared from public records and a survey made on the ground on during March, 2017 by Byrn & Associates, Inc. of San Marcos. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

David C. Williamson, R.P.L.S. #4190

STATE OF TEXAS
REGISTERED
DAVID C. WILLIAMSON
4190
PROFESSIONAL
LAND SURVEYOR

Client: Wootan Family Estate
Date: April 4, 2017
Survey: Burke, William, A- 68
County: Hays, Texas
Job No: 27373-17
FND 390.52 ac

Exhibit “A – 4”

8.661 Acre Tract – 2 Pages

14.062 Acre Tract – 2 Pages

94.769 Acre Tract – 4 Pages

6.891 Acre Tract – 2 Pages

FIELD NOTES DESCRIPTION

DESCRIPTION OF 8.661 ACRES (377,274 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 8.661 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way varies), the southeasterly corner of the herein described tract, and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the southwesterly right-of-way line of said drive and at the southwesterly corner of said 6.8059 acres, bears South 32 degrees 28 minutes 22 seconds West, a distance of 253.66 feet;

THENCE, leaving said Partition Deed Tract 1: 17.45 acres and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet, to a ½-inch iron rod with a plastic cap stamped “BCG” set at the southwesterly corner of the herein described tract and being a common corner to said 6.8059 acres and a 14.062 acre partition (Tract 1: North Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a plastic cap stamped “ JC EVANS” found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet;

THENCE, leaving said 6.8059 acres and said northeasterly right-of-way line and continuing along the easterly line of said 14.062 acre partition North 36 degrees 40 minutes 50 seconds East, a distance of 1210.09 feet, to a ½-inch iron rod found on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies), the northwesterly corner of the herein described tract, and being a common corner to said 14.062 acre partition, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears North 70 degrees 28 minutes 09 seconds West, a distance of 481.24 feet;

THENCE, leaving said 14.062 acre partition and continuing along said southern right-of-way line 239.63 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 75 degrees 41 minutes 36 seconds East, a distance of 239.59 feet, to a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288” found at the northeasterly corner of the herein described tract and being a common corner to aforesaid Partition Deed Tract 1: 17.45 acres, from which a ½-inch iron rod, found, on said southern right-of-way line, bears South 79 degrees 13 minutes 57 seconds East, a distance of 239.76 feet;

THENCE, leaving said southern right-of-way line and continuing along the westerly line of aforesaid Partition Deed Tract 1: 17.45 acres South 32 degrees 23 minutes 07 seconds West, a distance of 1529.64 feet, to the **POINT OF BEGINNING** and containing 8.661 acres (377,274 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2358(sf)

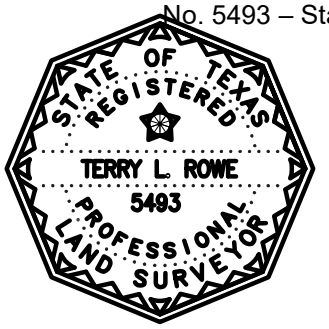
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas



FIELD NOTES DESCRIPTION

DESCRIPTION OF 14.062 ACRES (312,548 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 14.062 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southwesterly corner of the herein described tract and being a common corner to a 2.303 acre tract conveyed to Lazy Oaks Ranch, LP, recorded in Volume 4931 at page 450, designated as Tract 2, O.P.R.H.C.TX. and to a called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found, on said northeasterly right-of-way line, bears North 19 degrees 34 minutes 44 seconds West, a distance of 82.92 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of said drive and at a southwesterly corner of said 6.8059 acres, bears South 35 degrees 26 minutes 58 seconds West, a distance of 243.80 feet;

THENCE, leaving said northeasterly right-of-way and said 6.8059 acres and continuing along the easterly line of said 2.303 acre tract North 35 degrees 29 minutes 39 seconds East, a distance of 527.62 feet, to a calculated point at the northeasterly corner of said 2.303 acre tract and a corner of the herein described tract;

THENCE, continuing along said easterly line North 35 degrees 29 minutes 39 seconds East, a distance of 11.66 feet to a calculated point on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies) at the northwesterly corner of the herein described tract;

THENCE, leaving said easterly line and continuing along said southern right-of-way line for the following two (2) courses and distances;

1.) South 66 degrees 39 minutes 22 seconds East, a distance of 261.53 feet to a TXDOT Type I concrete monument found at a corner of the herein described tract;

2.) 481.55 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 70 degrees 28 minutes 09 seconds East, a distance of 481.24 feet, to a ½-inch iron rod found at the northeasterly corner of the herein described tract and at the northwesterly corner to an 8.661 acre partition (Tract 2: North Portion) of Tract 1: {b} 17.45 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288”, found on said southern right-of-way line, bears South 79 degrees 41 minutes 36 seconds East, a distance of 239.59 feet;

THENCE, leaving said southern right-of-way and continuing along the westerly line of said 8.661 acre partition South 36 degrees 40 minutes 50 seconds West, a distance of 1210.09 feet, to a ½-inch iron rod with a plastic cap stamped “BCG” set on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southeasterly corner of the herein described tract and being common corner to said 8.661 acre partition and to aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped “ JC EVANS” found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet; in addition, from said corner a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on said northeasterly right-of-way line at the common corner of said 8.661 acre partition and said 6.8059 acres, bears South 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet;

THENCE, leaving said westerly line and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 845.05 feet to the **POINT OF BEGINNING** and containing 14.062 acres (312,548 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2359

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas

FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.769 ACRES (4,128,139 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 94.769 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way width varies), at the most northwesterly corner of the herein described tract, and being common corner to a called 34.368 acres tract conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found on said southwesterly right-of-way line, bears North 19 degrees 38 minutes 27 seconds West, a distance of 222.43 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.TX., found on the northeasterly right-of-way line of said drive and at the northeasterly corner said 6.8059 acres, bears North 35 degrees 26 minutes 58 seconds East, a distance of 243.80 feet;

THENCE, leaving said 34.368 acres and continuing with said 6.8059 acres along said southwesterly right-of-way line for the following five (5) courses and distances:

1.) South 19 degrees 37 minutes 17 seconds East, a distance of 167.08 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

2.) South 43 degrees 01 minutes 57 seconds West, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

3.) South 19 degrees 37 minutes 17 seconds East, a distance of 291.06 feet, to a ½-inch iron rod found at the common corner of the herein described tract and said 6.8059 acres;

4.) North 43 degrees 01 minutes 57 seconds East, a distance of 174.50 feet, to a calculated point at the common corner of the herein described tract and said 6.8059 acres;

THENCE, South 19 degrees 37 minutes 17 seconds East, a distance of 380.73 feet, continuing with said 6.8059 acres along said southwesterly right-of-way line to a calculated point at the common corner of the herein described tract, said 6.8059 acres and a 6.891 acre partition (Tract 2: South Portion) of Tract 1: {b} 17.45-acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on said southwesterly right-of-way line at the common corner of said 6.891 acre partition and said 6.8059 acers, bears South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet;

THENCE, South 36 degrees 40 minutes 50 seconds West, a distance of 948.05 feet, leaving said southwesterly right-of-way line and said 6.8059 acres and continuing along the westerly line of said 6.981 acre partition to a ½-inch iron rod found at the southwesterly corner of said 6.891 acre partition and at a corner to the herein described tract;

THENCE, South 62 degrees 23 minutes 09 seconds East, a distance of 408.27 feet, continuing along said 6.891 acre partition to a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288” found at the southeasterly corner of said 6.891 acre partition and being a common corner to the herein described tract and Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX.;

THENCE, South 62 degrees 24 minutes 22 seconds East, a distance of 392.10 feet, leaving said 6.891 acre partition and continuing along said Partition Deed Tract 1: 17.45 acres, to a ½-inch iron rod found at the southeastern corner of said Partition Deed Tract 1: 17.45 acres and being a common corner to the herein described tract and to a 114.00 acre tract conveyed to Marion H. Wills, recorded in Volume 1658 at page 162, designated as Tract "A", O.P.R.H.C.TX.;

THENCE, South 37 degrees 37 minutes 55 seconds West, a distance of 1340.82 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along the westerly lines of said Tract "A" to a ½-inch iron rod found;

THENCE, South 04 degrees 55 minutes 35 seconds East, a distance of 1120.49 feet, continuing along said westerly lines and in part the western line of called 3.00 acres conveyed to Catherine and Curtis Wonderly, recorded in in Volume 2109 at Page 386, O.P.R.H.C.TX., to a ½-inch iron rod found on the northerly lines of called 326.30 acres conveyed to The City of San Marcos, recorded in Volume 1922 at Page 338, O.P.R.H.C.TX., being a common corner to the here described tract, said Tract "A" and said 326.30 acres;

THENCE, leaving said Tract "A" and continuing along the northerly lines of said 326.30 acres the following two (2) courses and distances:

1.) North 88 degrees 23 minutes 17 seconds West, a distance of 252.71 feet, to a calculated point at the common corner of the herein described tract and said 326.03 acres;

2.) North 86 degrees 36 minutes 50 seconds West, a distance of 331.41 feet, to a cedar fence post found at the common corner of the herein described tract, said 326.30 acres and a called 150.00 acres conveyed to The City of San Marcos, recorded in Special Warranty Deed Instrument No. 18037662, O.P.R.H.C.TX.;

THENCE, leaving said 326.30 acres and continuing along the northeasterly lines of said 150.00 acres the following eleven (11) courses and distances:

1.) North 03 degrees 30 minutes 38 seconds East, a distance of 65.87 feet to a 10.5-inch cedar found at the common corner of the herein described tract and said 150.00 acres;

2.) North 07 degrees 18 minutes 58 seconds West, a distance of 104.18 feet a 9.5-inch dead cedar found at the common corner of the herein described tract and said 150.00 acres;

3.) North 19 degrees 13 minutes 11 seconds West, a distance of 21.88 feet to a 12-inch live oak found at the common corner of the herein described tract and said 150.00 acres;

4.) North 33 degrees 55 minutes 57 seconds West, a distance of 960.43 feet to a cedar fence post found at the common corner of the herein described tract, said 150.00 acres;

5.) North 27 degrees 27 minutes 35 seconds West, a distance of 422.53 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

6.) North 37 degrees 34 minutes 51 seconds West, a distance of 281.91 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

7.) North 34 degrees 40 minutes 21 seconds West, a distance of 102.30 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

8.) North 47 degrees 12 minutes 38 seconds East, a distance of 11.01 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

9.) North 44 degrees 17 minutes 57 seconds West, a distance of 9.44 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set at the common corner of the herein described tract and said 150.00 acres;

10.) North 10 degrees 02 minutes 03 seconds East, a distance of 104.63 feet to a cedar fence post found at the common corner of the herein described tract and said 150.00 acres;

11.) North 21 degrees 28 minutes 49 seconds West, a distance of 32.52 feet to a cedar fence post found at the common corner of the herein described tract, said 151.00 acres and a called 42.147 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17042976, O.P.R.H.C.TX., from which a cedar fence post found bears South 43 degrees 09 minutes 44 seconds West, a distance of 155.92 feet;

THENCE, leaving said 150.00 acres and continuing along the easterly lines of said 42.147 acres North 29 degrees 29 minutes 12 seconds West, a distance of 59.58 feet, to an 8-inch dead cedar found at the common corner of the herein described tract and said 42.147 acres;

THENCE, continuing along said easterly line and in part the easterly line of a called 31.721 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX., North 53 degrees 43 minutes 49 seconds East, a distance of 203.06 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

THENCE, continuing along the easterly line of said 31.721 acres the following three (3) courses and distances:

1.) South 57 degrees 34 minutes 23 seconds East, a distance of 41.64 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

2.) North 45 degrees 24 minutes 15 seconds East, a distance of 852.51 feet, to a cedar fence post found at the common corner of the herein described tract and said 31.721 acres;

3.) North 35 degrees 28 minutes 03 seconds East, a distance of 280.29 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the common corner of the herein described tract, said 31.721 acres and a called 34.368 acres conveyed to LA CIMA Commercial, LP, recorded in Assumption General Warranty Deed Instrument No. 17016156, O.P.R.H.C.TX.;

THENCE, leaving said 31.721 acres and continuing along the easterly line of said 34.368 acres North 35 degrees 28 minutes 03 seconds East, a distance of 1571.35 feet, to the **POINT OF BEGINNING** and containing 94.769 acres (4,128,139 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2360(sf)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas

FIELD NOTES DESCRIPTION

DESCRIPTION OF 6.891 ACRES (300,168 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471 AND THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 6.891 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northeasterly corner of the herein described tact and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the northeasterly right-of-way line of said drive and at the southeasterly corner of said 6.8059 acres, bears North 32 degrees 28 minutes 22 seconds East, a distance of 253.66 feet;

THENCE, South 32 degrees 24 minutes 03 seconds West, a distance of 648.97 feet, leaving said southwesterly right-of-way line and continuing along the westerly line of said Partition Deed Tract 1: 17.45 acres to a ½-inch iron rod with a 1-½-inch aluminum cap stamped “CMR/PROTECH SURVEYING RPLS 4288” found at the southeasterly corner of the herein described tract and being a common corner to said Partition Deed Tract 1: 17.45 acres and a 94.769 acre partition (Tract 1: South Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX.;

THENCE, North 62 degrees 23 minutes 09 seconds West, a distance of 408.27 feet, leaving said Partition Deed Tract 1: 17.45 acres and continuing along said 94.769 acre partition to a ½-inch iron rod found at the southwesterly corner of the herein described tract and being common corner to the said 94.769 acre partition;

THENCE, North 36 degrees 40 minutes 50 seconds East, a distance of 948.05 feet, continuing along the easterly line of said 94.769 acre partition to a calculated point on the southwesterly right-of-way line of Wonder World Drive (right-of-way varies), the northwesterly corner of the herein described tract, and being a common corner to said 94.769 acre partition and aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped “BCG” set in the northeasterly right-of-way line of said drive, bears North 36 degrees 40 minutes 50 seconds East, a distance of 240.46 feet;

THENCE, leaving said 94.769 acre partition and continuing with said 6.8059 acres along said southwesterly right-of-way line South 19 degrees 37 minutes 17 seconds East, a distance of 426.38 feet, to the **POINT OF BEGINNING** and containing 6.891 acres (300,168 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2357(sf)

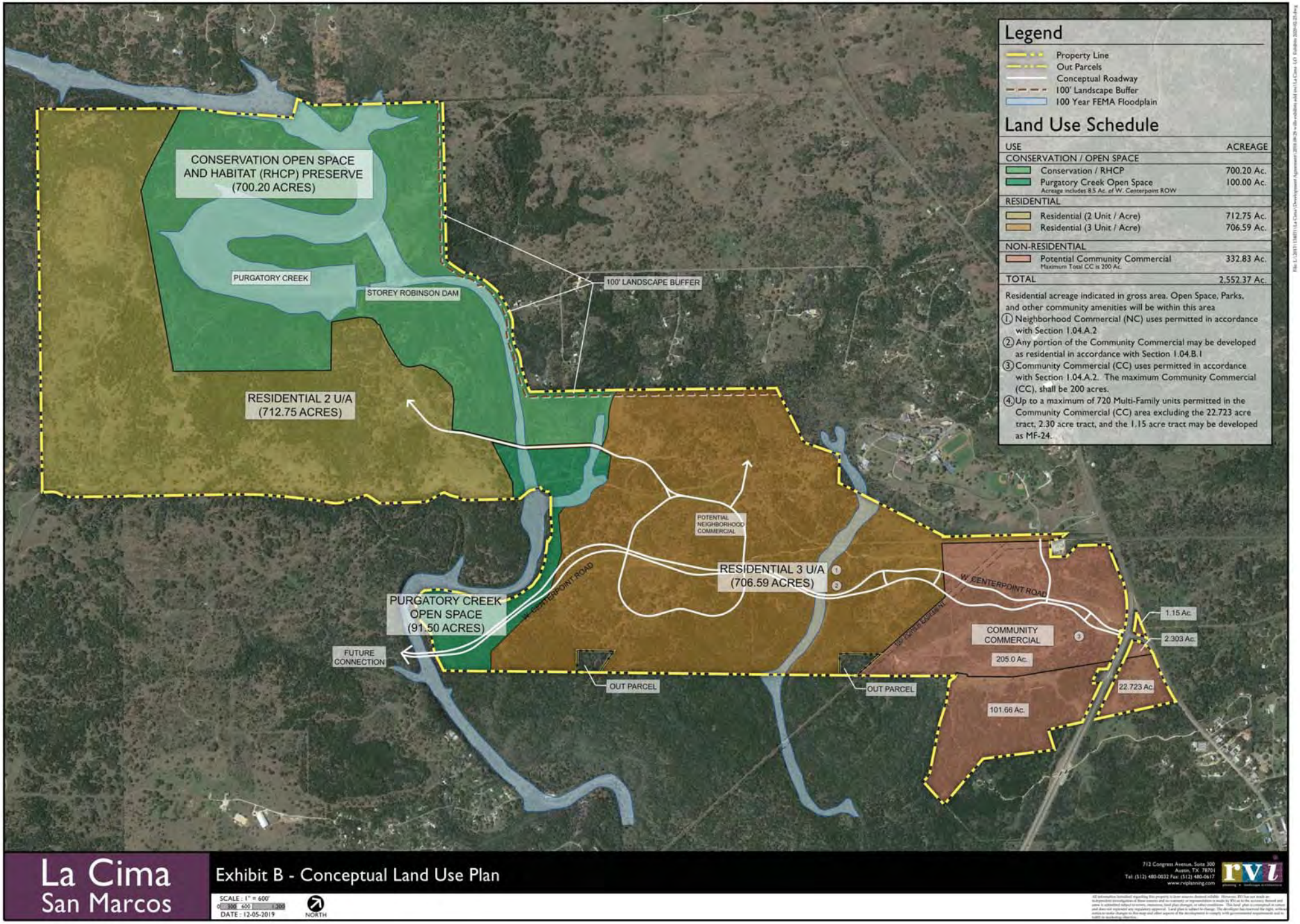
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

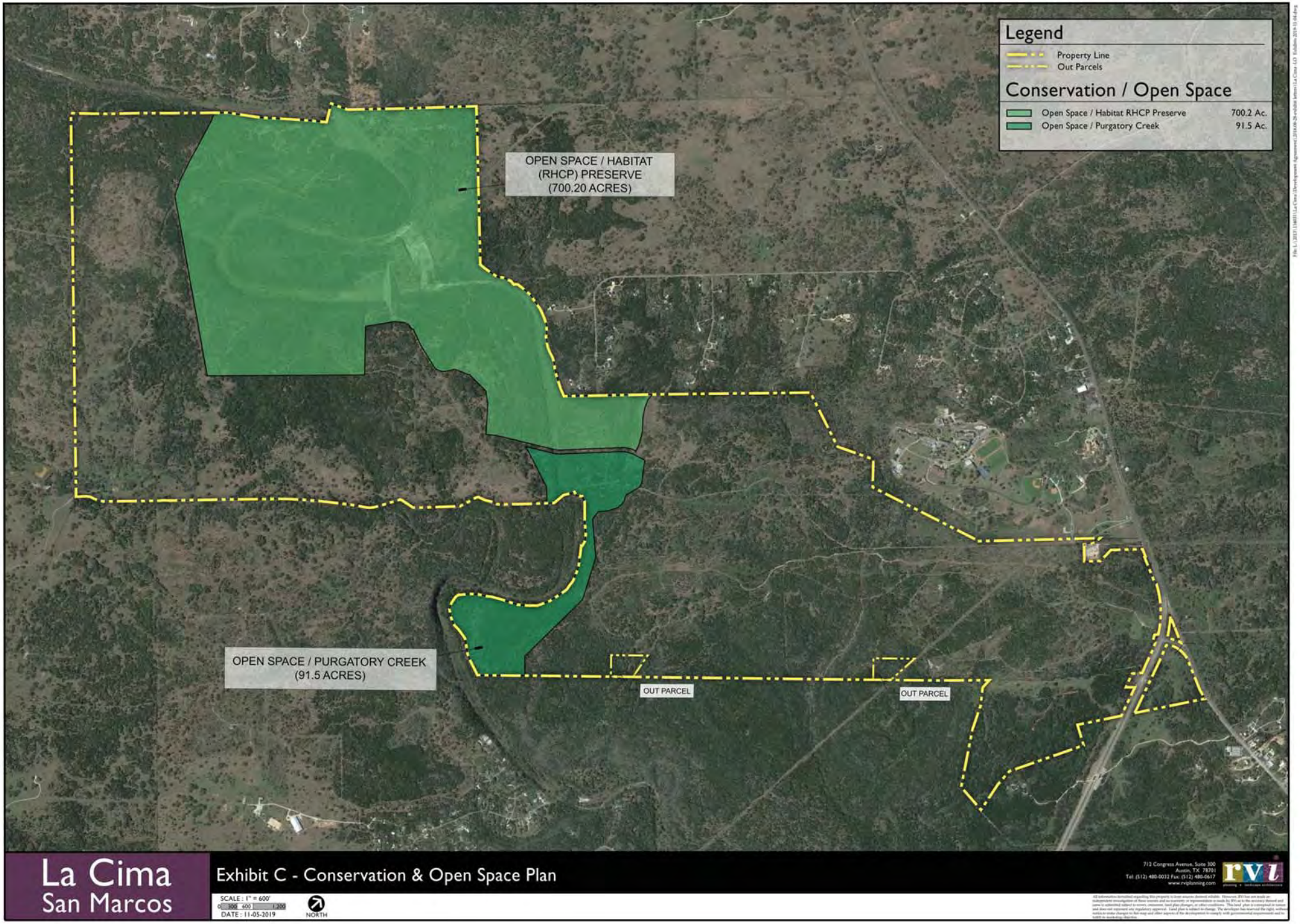
That I, Terry L. Rowe, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas


CONSERVATION OPEN SPACE AND HABITAT (RHCP) PRESERVE (700.20 ACRES)
PURGATORY CREEK
STOREY ROBINSON DAM
100' LANDSCAPE BUFFER
RESIDENTIAL 2 U/A (712.75 ACRES)
POTENTIAL NEIGHBORHOOD COMMERCIAL
RESIDENTIAL 3 U/A (706.59 ACRES)
W. CENTERPOINT ROAD
PURGATORY CREEK OPEN SPACE (91.50 ACRES)
FUTURE CONNECTION
OUT PARCEL
OUT PARCEL
150' ROW EASEMENT
COMMUNITY COMMERCIAL
205.0 Ac.
101.66 Ac.
22.723 Ac.
1.15 Ac.
2.303 Ac.
Legend
Property Line
Out Parcels
Conceptual Roadway
100' Landscape Buffer
100 Year FEMA Floodplain
Land Use Schedule
USE
ACREAGE
CONSERVATION / OPEN SPACE
Conservation / RHCP
700.20 Ac.
Purgatory Creek Open Space
Acreage includes 8.5 Ac. of W. Centerpoint ROW
100.00 Ac.
RESIDENTIAL
Residential (2 Unit / Acre)
712.75 Ac.
Residential (3 Unit / Acre)
706.59 Ac.
NON-RESIDENTIAL
Potential Community Commercial
Maximum Total CC is 200 Ac.
332.83 Ac.
TOTAL
2,552.37 Ac.
Residential acreage indicated in gross area. Open Space, Parks, and other community amenities will be within this area
1 Neighborhood Commercial (NC) uses permitted in accordance with Section 1.04.A.2
2 Any portion of the Community Commercial may be developed as residential in accordance with Section 1.04.B.1
3 Community Commercial (CC) uses permitted in accordance with Section 1.04.A.2. The maximum Community Commercial (CC), shall be 200 acres.
4 Up to a maximum of 720 Multi-Family units permitted in the Community Commercial (CC) area excluding the 22.723 acre tract, 2.30 acre tract, and the 1.15 acre tract may be developed as MF-24.
La Cima
San Marcos
Exhibit B - Conceptual Land Use Plan
SCALE : 1" = 600'
DATE : 12-05-2019
NORTH
713 Congress Avenue, Suite 300
Austin, TX. 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvlplanning.com


Legend
Property Line
Out Parcels
Conservation / Open Space
Open Space / Habitat RHCP Preserve 700.2 Ac.
Open Space / Purgatory Creek 91.5 Ac.
OPEN SPACE / HABITAT (RHCP) PRESERVE (700.20 ACRES)
OPEN SPACE / PURGATORY CREEK (91.5 ACRES)
OUT PARCEL
OUT PARCEL
La Cima
San Marcos
Exhibit C - Conservation & Open Space Plan
SCALE : 1" = 600'
0 300 600 1,200
DATE : 11-05-2019
NORTH
712 Congress Avenue, Suite 300
Austin, TX. 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rvlplanning.com
rvl

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a Texas Workforce Commission Information Release Contract Amendment for the Hays County Constable's Office, Precinct #1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	$1,500 per year

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
PETERSON	INGALSBE	N/A

SUMMARY

See attached material. The current contract for the Constable's Office for Precinct #1 is set to expire on September 30, 2021. The attached amendment extends the current contract for an additional three years, ending on September 30, 2024.

DocuSign Envelope ID: 265CB769-F426-4C17-836E-B7DF15845D13

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2921PEN007**	**Amendment Number**	**1**	**Effective Date**	**October 1, 2021**

Recipient	
Name	**Hays County for the benefit of Hays County Constable Precinct 1**
Mailing Address	**712 S. Stagecoach Trail #2210**
City/State/Zip	**San Marcos, TX 78666**
Telephone Number	**512-393-7730**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:
Current End Date: September 30, 2021 Amended End Date: **September 30, 2024**

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☐ The General Terms and Conditions are amended as follows:

☒ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☒ Attachment A: Statement of Work - Project Obligations is amended as follows:

- Revised Sections: 3.1.1, inserted new Section 3.1.4 and renumbered remaining sections accordingly, and 4.1.

All changes are in bold.

☐ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows:

- The contract amount will be increased by $1,500.00/yr. for 3 years.

☐ There are **no** changes to the contract amount pursuant to this amendment.

Total Amended Contract Amount
$6,000.00

Changes to Other than the Above Categories

☐ Other:

☒ There are **no** other changes to the document pursuant to this amendment.

DocuSign Envelope ID: 265CB769-F426-4C17-836E-B7DF15845D13

Signature Authority

The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to:

- Execute this grant award amendment on behalf of the organization, and
- Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.

Amendment Approval	Amendment Acceptance
Agency: **Texas Workforce Commission**	Recipient: **Hays County fbo Hays County Constable Precinct 1**
Heather Hall 7/15/2021	
Heather Hall Date Chief Information Officer	Ruben Becerra Date Hays County Judge

DocuSign Envelope ID: 265CB769-F426-4C17-836E-B7DF15845D13

Revised Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND HAYS COUNTY FOR THE BENEFIT OF HAYS COUNTY CONSTABLE PRECINCT 1 STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses and fugitives in criminal cases; to assist in locating persons with outstanding warrants; and to assist in locating probation absconders (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide "read-only" access to the following:

Wage Records (WR)
- Wage Detail Inquiry: View wage information for an individual.
- Coworker Search: View wages reported by an employer.

Unemployment Insurance Benefits and Claimant Information (UI)
- Personal Information: View demographic information for an individual.
- Claims: View unemployment insurance claim information.
- Payments: View unemployment insurance payment information.
- Employer Search: Search employers by name or address.

Employer Records (ER)
- Employer Master File: Search the Employer Master File and view state unemployment tax information

DocuSign Envelope ID: 265CB769-F426-4C17-836E-B7DF15845D13

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar ($1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. **Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year.** Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Section 4.1) a copy of the completed *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C and the Security Training certificate with a completed *Transmittal Cover Sheet* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 **Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency EAGLE Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.**

3.1.5 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

DocuSign Envelope ID: 265CB769-F426-4C17-836E-B7DF15845D13

3.1.6 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.7 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the contract for cause.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

DocuSign Envelope ID: 265CB769-F426-4C17-836E-B7DF15845D13

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

Christopher Murphy
External Data Exchange Contracts (EDE)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 342T
Austin, TX 78701

Phone: **(512) 936-6402**
Fax: (512) 936-0219
Email: DEContracts@twc.state.tx.us

Recipient Contact Person

Michael Varela
Chief Deputy Constable
Hays County for the benefit of
Hays County Constable Precinct 1
712 S. Stagecoach Trail Ste #2210
San Marcos, TX 78666

Phone: (512) 393-7730

Email: Michael.varela@co.hays.tx.us

Send invoices to:

Marisol Villareal-Alonso
Auditor
Hays County for the benefit of
Hays County Constable Precinct 1
712 S. Stagecoach Trail Suite 1071
San Marcos, TX 78666

Phone: (512) 393-2251
Email: Marisol.alonzo@co.hays.tx.us

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on

DocuSign Envelope ID: 265CB769-F426-4C17-836E-B7DF15845D13

behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

Remainder of Page Intentionally Left Blank

DocuSign

Certificate Of Completion

Envelope Id: 265CB769F4264C17836EB7DF15845D13
Subject: Please DocuSign: Unsigned Contract.pdf
docSeqId:
docType:
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Christopher Murphy
101 E. 15th Street, Room 0154-B
Austin, TX 78778
christopher.murphy@twc.state.tx.us
IP Address: 172.19.138.8

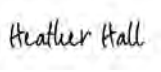
Record Tracking

Status: Original
7/15/2021 4:05:13 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Christopher Murphy
christopher.murphy@twc.state.tx.us
Pool: StateLocal
Pool: Texas Workforce Commission- Production Account

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Heather Hall Heather.hall@twc.state.tx.us Chief Information Officer/IT Director Texas Workforce Commission Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 174.197.6.97	Sent: 7/15/2021 4:07:19 PM Viewed: 7/15/2021 4:26:01 PM Signed: 7/15/2021 4:26:11 PM
Ruben Becerra Ruben.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 7/15/2021 4:26:13 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michael Varela Michael.Varela@co.hays.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/8/2020 4:18:34 PM ID: 12066bae-9717-4714-a165-809d5c9ed85d	COPIED	Sent: 7/15/2021 4:26:13 PM Viewed: 7/16/2021 9:13:56 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2021 4:07:19 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Carahsoft obo Texas Workforce Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heather.hall@twc.state.tx.us

To advise Carahsoft obo Texas Workforce Commission of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at heather.hall@twc.state.tx.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo Texas Workforce Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Texas Workforce Commission

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Carahsoft obo Texas Workforce Commission as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo Texas Workforce Commission during the course of my relationship with you.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Office of Emergency Services to utilize $13,001 in training savings to purchase Hazmat training props and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	$13,001

LINE ITEM NUMBER

001-656-]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

SUMMARY

Due to strict travel and gathering guidelines, OES staff have been unable to travel and utilize the Continuing Education funds that were allocated for the FY21 budget. The Director is requesting Court Approval to utilize these funds to purchase Hazmat Training Supplies to build a training apparatus that will allow our local Hazmat Team to train locally instead of having to travel outside of the county. This will increase the efficiency, interoperability and effectiveness of our local Hazmat Team.

Budget Amendment:

Decrease 001-656-00.5551 - Continuing Education ($10,203)
Increase 001-656-00.5201_007 - Hazmat -$10,203
Decrease 001-656-00.5551 ($2,798)
Increase 001-656-00.5719_400- Miscellaneous Equipment Operating Expense $2,798

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2021-4151-UTL	FM 2001 and CR118 (Trench)	Enterprise Texas Pipeline LLC (Gas)

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 8/16/2021 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

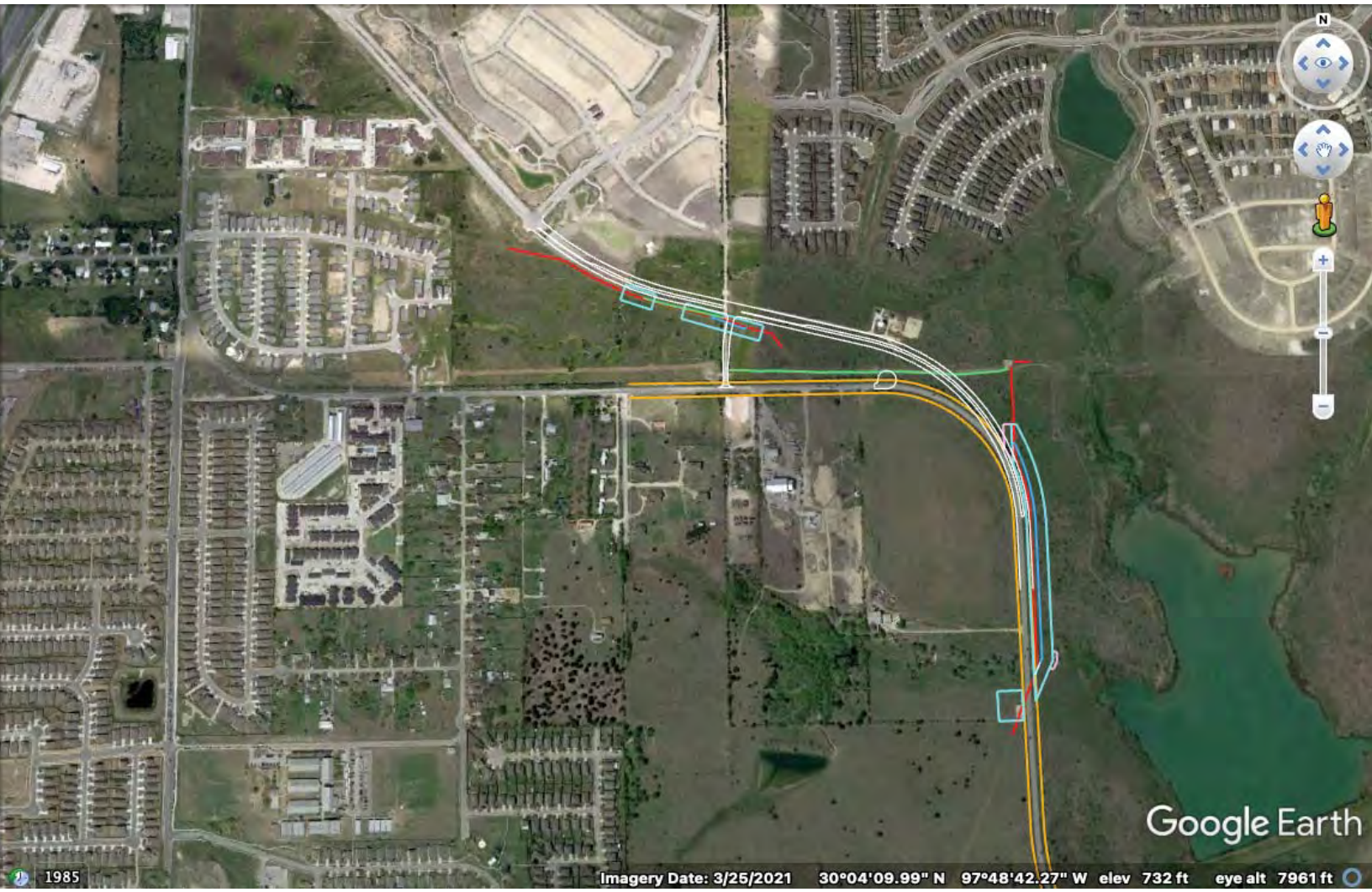
Utility Permit Number: TRN-2021-4541-UTL
Type of Utility Service: Gas
Project Description:
Road Name(s): FM 2001 , CR 118, , , , , ,
Subdivision:
Commissioner Precinct:

What type of cut(s) will you be using ? ☒ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

Engineering Technician 07/22/2021

Signature Title Date


N
Google Earth
1985
Imagery Date: 3/25/2021 30°04'09.99" N 97°48'42.27" W elev 732 ft eye alt 7961 ft

TRACT

STATIONING

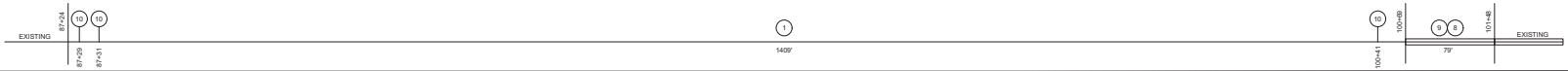
87+24 TIE-IN @ 6' COVER
87+29 PI 22°54'57" LT.
BEGIN HORIZ. 1075' RADIUS

92+46 PI END HORIZ. 1075' RADIUS

100+34 TOP OF BANK
100+36 CL DITCH
100+41 PI 45°00'00" LT.
100+50 TOP OF BANK
100+68 BEGIN CASING EXTENSION
100+74 CENTERLINE ROAD ROW, PROPOSED/EXIST.
101+48 TIE-IN @ 7' COVER, END CASING EXTENSION

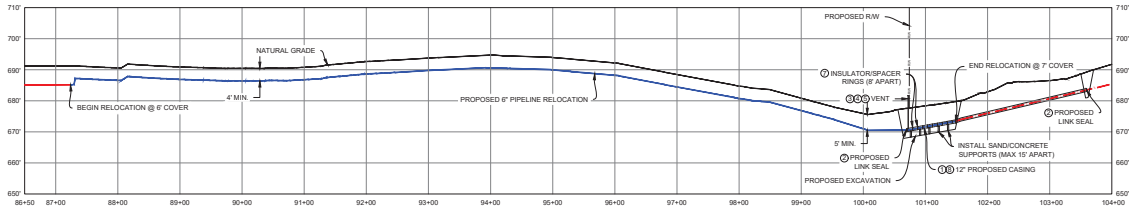
DETAIL

MATERIAL



COVER

PROFILE



LEGEND

- PROPOSED PIPELINE
- EXISTING PIPELINE
- PIPELINE EASEMENT
- PROPERTY LINE
- FENCE
- POWERLINE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

NOTES

1. LJA ENGINEERING INC. AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF CONTRACTS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES AND OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.
2. COORDINATES SHOWN ARE BASED UPON NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT.
3. DATE OF AERIAL PHOTOGRAPHY: 11/2019
4. ANY QUESTIONS CONCERNING THE PERMANENT EASEMENT, TEMP. WORKSPACE OR ADDITIONAL TEMP. WORKSPACE SHOULD BE ADDRESSED TO THE COMPANY ROW AGENT OR COMPANY REPRESENTATIVE.

BILL OF MATERIALS

ITEM	DESCRIPTION	QTY
1	CASING, 12" x 0.188" W.T., SPLIT STEEL CASING, GRADE B, 30 MILS SP-2888 R.G. COATING	79'
2	CASING LINK SEAL-THUNDER CORP. TYPE 500 SERIES MODEL LS-525-C OR EQUIVALENT	2
3	VENT PIPE: 2", EXTRA HEAVY	11'
4	VENT ELL: 2", SHORT RADIUS, EXTRA HEAVY	2
5	PIPELINE MARKER	1
6	INDRA 8070 WAX OR EQUIVALENT	211'
7	STEEL FULL ENCIRCLING WITH COMBINATION STEEL PLASTIC, STEEL RUBBER OR MICARTA RUNNERS	10
8	BACKSTING STRIP: 2" WIDE x 1/4" THICK	79'
9	6.625", 0.280" W.T., SMLS, API 5L, PSL 2, GR X-52 FBE 15-18 MILS	1424'
10	ELBOW, 6.625", BW, 3R, 45° SEGMENTABLE, 0.280" W.T., CS, MSS-SP-75, WPHY-52	3

REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
TX150-9034-PAG_003	EXISTING ALIGNMENT SHEET

ISSUED FOR REVIEW

HORIZONTAL SCALE: 1" = 60'
60' 0' 60' 120'
20' 0' 20' 40'
VERTICAL SCALE : 1" = 20'

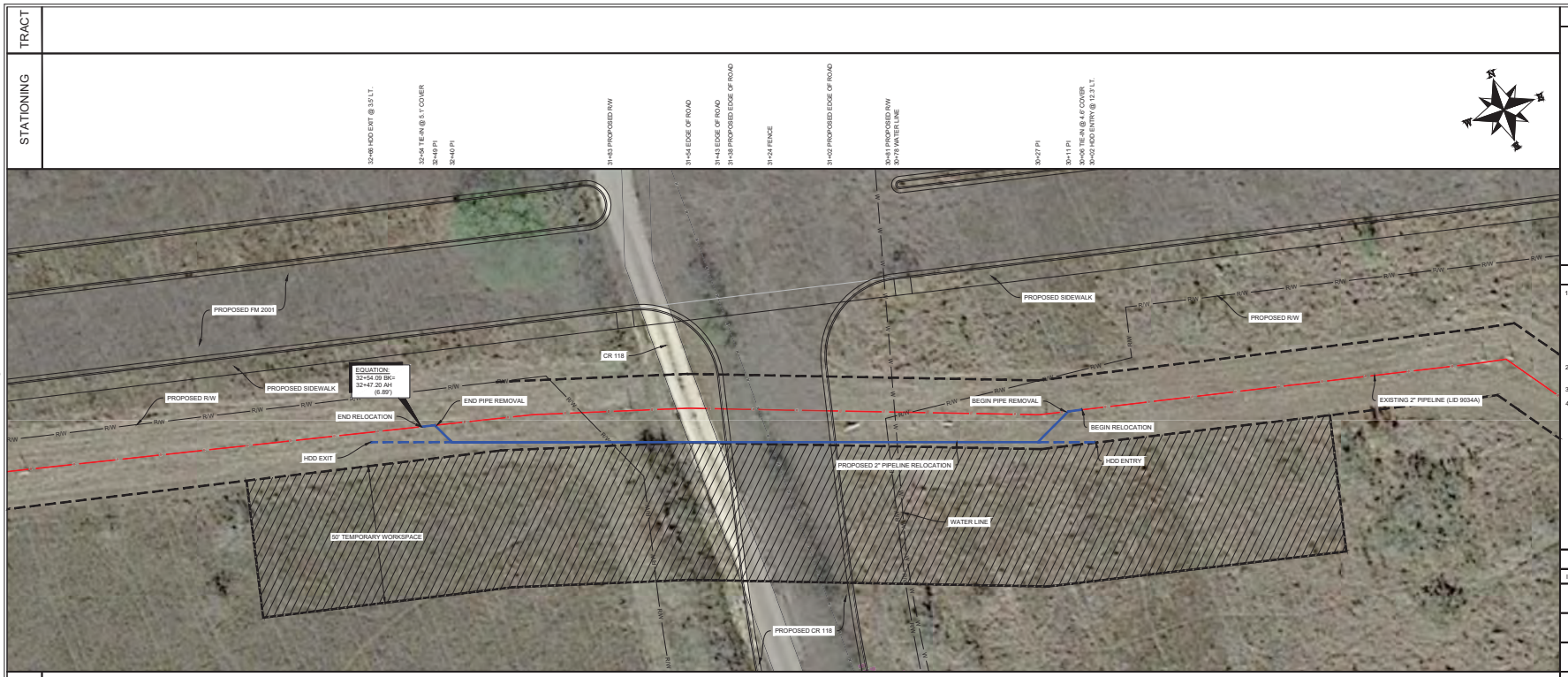
LJA Engineering, Inc.
3600 Sam Houston Pkwy S.
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
A	ISSUED FOR REVIEW	JAU		JWB	08/24/2020

PROPOSED PIPELINE RELOCATION
6" ENTERPRISE PIPELINE (LID 9034)
PROPOSED FM 2001 WIDENING
HAYS COUNTY, TEXAS

DRAWING SCALE	H: 1"=60' V: 1"=20'	ENTERPRISE APPROVED
DRAWN BY	JAU 09/16/020	DATE
CHECKED BY		ENTERPRISE PROJECT # AFE-AXXXXX
APPROVED BY	JWB	
DOCUMENT CONTROL #	AXXXXX-AL-1	DRAWING NUMBER AXXXXX-AL-0001

L:\Projects\677 (Enterprise Products)\677-1351 (DB10204 - FM2001 Encroachment Resolution)\CAD\MAPPING_GIS\02 MASTER\01 BASE MAPS\677-1351 FM 2001 Topo Base file.dwg



LEGEND

- PROPOSED PIPELINE
- EXISTING PIPELINE
- PIPELINE EASEMENT
- PROPERTY LINE
- FENCE
- POWERLINE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE

NOTES

1. LJA ENGINEERING INC. AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF CONTRACTS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES AND OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.
2. COORDINATES SHOWN ARE BASED UPON NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT.
3. DATE OF AERIAL PHOTOGRAPHY: 11/2019
4. ANY QUESTIONS CONCERNING THE PERMANENT EASEMENT, TEMP. WORKSPACE OR ADDITIONAL TEMP. WORKSPACE SHOULD BE ADDRESSED TO THE COMPANY ROW AGENT OR COMPANY REPRESENTATIVE.

BILL OF MATERIALS

ITEM	DESCRIPTION	QTY.
A	2.375", 0.154" W.T., SMLS, API 5L, PSL 2, GR.X-52 FBE 15-18 MILS W/ ARO 30-40 MILS	248'
B	ELBOW, 2.375", BW, 3R, 45° SEGMENTABLE, 0.154" W.T., CS, MSS-SP-75, WPHY-52	3
C	ELBOW, 2.375", BW, 3R, 90° SEGMENTABLE, 0.154" W.T., CS, MSS-SP-75, WPHY-52	1

REFERENCE DRAWINGS

DWG. NO.	DESCRIPTION
TX150-9034A-PAG_001	EXISTING ALIGNMENT SHEET

ISSUED FOR REVIEW

LJA Engineering, Inc.
3600 Sam Houston Pkwy S.
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE : 1" = 10'

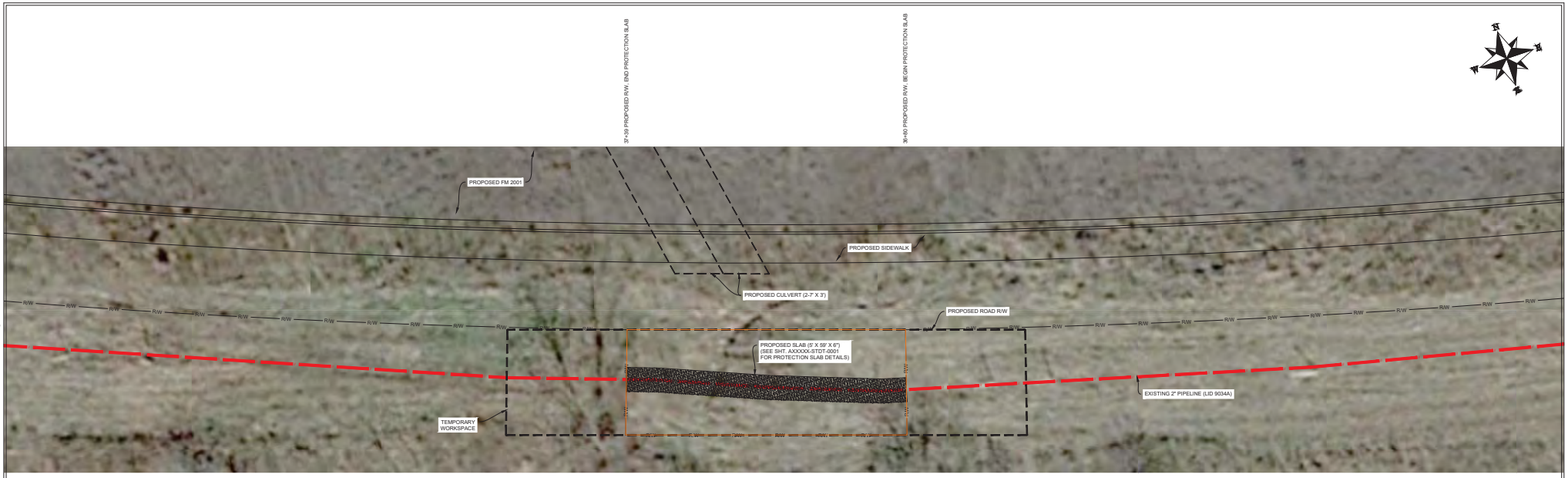
NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
A	ISSUED FOR REVIEW	JAU		JWB	09/24/2020

PROPOSED PIPELINE RELOCATION
2" ENTERPRISE PIPELINE (LID 9034A)
PROPOSED FM 2001 WIDENING
HAYS COUNTY, TEXAS

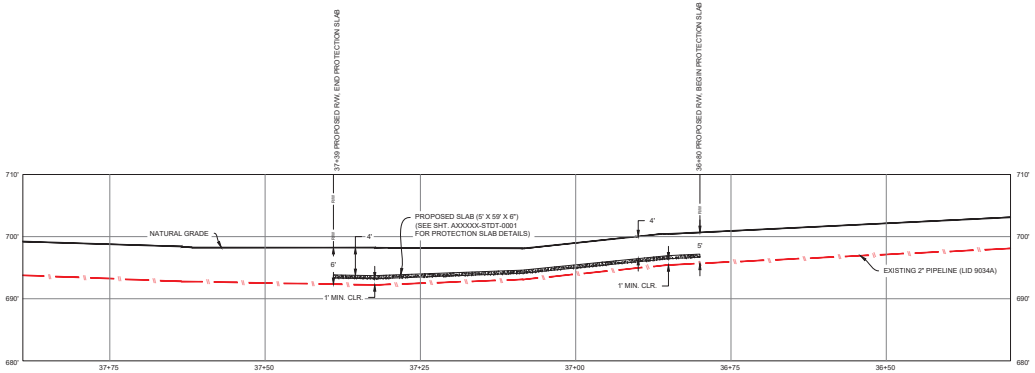
DRAWING SCALE	H: 1"=20' V: 1"=10'
DRAWN BY	JAU 09/16/020
CHECKED BY	
APPROVED BY	JWB
DOCUMENT CONTROL #	AXXXXX-AL-2

ENTERPRISE APPROVED
DATE
ENTERPRISE PROJECT # AFE-AXXXXX
DRAWING NUMBER AXXXXX-AL-0002

L:\Projects\677 (Enterprise Products)\677-1351 (DB10204 - FM2001 Encroachment Resolution)\CAD\MAPPING_GIS\02 MASTER\01 BASE MAPS\677-1351 FM 2001 Topo Base file.dwg



PLAN
HORIZONTAL SCALE: 1" = 10'



PROFILE
HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 10'

ISSUED FOR REVIEW

MATERIAL:

NOTE:
LJA ENGINEERING AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES. PIPELINES OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES AND OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.

HORIZONTAL SCALE: 1" = 10'
10' 0' 10' 20'
10' 0' 10' 20'
VERTICAL SCALE : 1" = 10'

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
A	ISSUED FOR REVIEW	JAU		JWB	09/24/2020

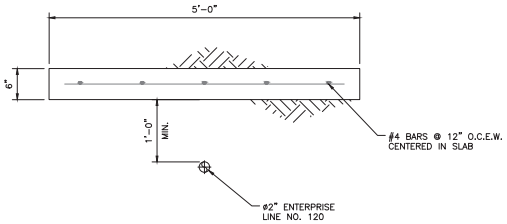
LJA Engineering, Inc.
3600 Sam Houston Pkwy S.
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

PROPOSED PROTECTION SLAB
2" ENTERPRISE PIPELINE (LID 9034A)
PROPOSED FM 2001 WIDENING
HAYS COUNTY, TEXAS

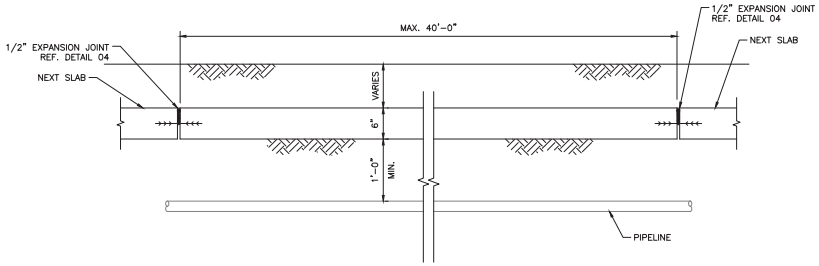
DRAWING SCALE	H: 1"=10' V: 1"=10'	
DRAWN BY	JAU	09/16/020
CHECKED BY		
APPROVED BY	JWB	
DOCUMENT CONTROL #	AXXXXX-CD-1	

ENTERPRISE APPROVED	
DATE	
ENTERPRISE PROJECT #	AFE-AXXXXX
DRAWING NUMBER	AXXXXX-CD-0001

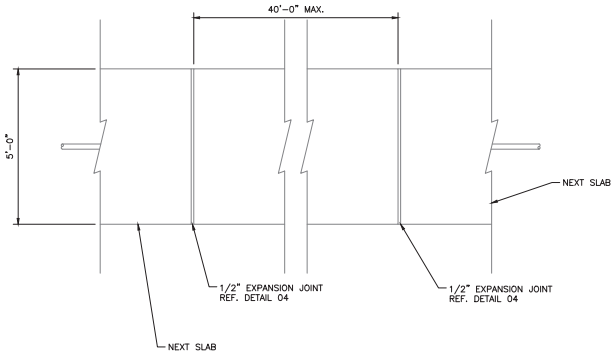
L:\Projects\677 (Enterprise Products)\677-1351 (DB10204 - FM2001 Encroachment Resolution)\CAD\MAPPING_GIS\02 MASTER\01 BASE MAPS\677-1351 FM 2001 Topo Basefile.dwg



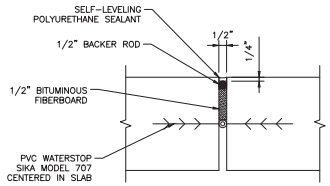
01 TYPICAL MECHANICAL PROTECTION SLAB @ ø2" ENTERPRISE LINE NO. 9034A – ELEVATION
SCALE: 1/4"=1'-0"



03 MECHANICAL PROTECTION SLAB – SECTION
SCALE: 1/4"=1'-0"



02 TYPICAL MECHANICAL PROTECTION SLAB @ ø2" ENTERPRISE LINE NO. 9034A – PLAN
SCALE: 1/4"=1'-0"



04 EXPANSION JOINT DETAIL
SCALE: 1/4"=1'-0"

CONCRETE NOTES:

1. CONCRETE DESIGN PERFORMED IN ACCORDANCE WITH ACI 318-14.
2. CONCRETE SHALL BE 4000 PSI MIX UNLESS OTHERWISE NOTED. DO NOT INCLUDE ANY ADMIXTURE WITHOUT OWNER'S PRIOR APPROVAL.
3. CONTRACTOR SHALL SUBMIT THE CONCRETE MIX DESIGN TO ENTERPRISE PRODUCTS AND TO LJA ENGINEERING FOR APPROVAL PRIOR TO INSTALLATION.
4. COLD JOINTS SHALL NOT BE PERMITTED UNLESS APPROVED BY ENTERPRISE PRODUCTS AND LJA ENGINEERING AND EXCEPT AS INDICATED IN PLANS.
5. ALL REINFORCEMENT SHALL BE GRADE 60 KSI CONFORMING TO ASTM A615. REINFORCEMENT SHALL BE SUPPORTED, SECURED, AND OR TIED WITH APPROVED DEVICES OR IN AN APPROVED MANNER.
6. FIELD FLAME CUTTING, FLAME BENDING AND OR WELDING OF REINFORCEMENT IS NOT PERMITTED UNLESS NOTED OTHERWISE.
7. ALL COLD BENDING, SPLICES, EMBEDMENTS AND LAPS OF REINFORCEMENT SHALL BE PER THE LATEST EDITION OF THE ACI MANUAL.
8. ALL CONCRETE INSTALLATION, CURING, FINISHING, REPAIRS, ETC SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI-318.
9. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO COMMENCING CONSTRUCTION.
10. ALL REBAR SPLICES SHALL BE STAGGERED AND OVERLAPPED IN ACCORDANCE WITH ACI STANDARDS.
11. CONCRETE FINISHES ON ALL EXPOSED EDGES OF CONCRETE FOUNDATIONS AND STRUCTURES SHALL HAVE A 3/4" CHAMFER, UNLESS NOTED OTHERWISE.
12. AN INDEPENDENT TESTING LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.

A. ASTM C143 "STANDARD TEST FOR SLUMP OF PORTLAND CEMENT CONCRETE." ALL CONCRETE SHALL CONTAIN A MAXIMUM SLUMP OF 4" UNLESS THE CONTRACTOR USES A SUPER PLASTICIZING ADMIXTURE.

B. ASTM C39 "STANDARD TEST FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS." A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS OR A FRACTION THEREOF, PLACED PER DAY. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS: (1) AT 7 DAYS (1) AT 14 DAYS (1) AT 28 DAYS.

ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE COMPANY OR ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDERS MAY BE DISCARDED.

13. NATIVE SOIL SUPPORTING FOUNDATIONS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% OF MAXIMUM DRY DENSITY, AS DETERMINED BY THE STANDARD PROCTOR (ASTM 698), AND AT OR 3% ABOVE OPTIMUM MOISTURE CONTENT.
14. IN PLACE DENSITY SHALL BE DETERMINED BY ASTM D1556, D2167, D6938 OR D2937.

SITE PREP NOTES:

15. EXCAVATION SHOULD BE DONE WITH A SMOOTH-MOUTHED BUCKET. IF A TOOTHED BUCKET IS USED, EXCAVATION SHOULD BE STOPPED 12" ABOVE FINAL GRADE AND EXCAVATION COMPLETED WITH SMOOTH-MOUTHED BUCKET OR BY HAND LABOR.
16. FOR MACHINE EXCAVATION, MIN. DISTANCE FROM CENTERLINE OF PIPE = ½ NOM. DIA + 24".
17. ANY EXCAVATION COMPLETED WITHIN 2 FEET OF THE PIPELINE WILL BE DONE BY HAND.
18. SELECT FILL SHALL BE HOMOGENOUS, FREE FROM ORGANICS, CLAY BALLS, AND OTHER DELETERIOUS MATERIALS.
19. SELECT FILL SHALL HAVE A MINIMUM LIQUID LIMIT OF 40, A PLASTICITY INDEX BETWEEN 7 AND 18, GREATER THAN 35% PASSING NO. 200 SIEVE, AND NO PARTICLES EXCEEDING 1 ½" IN SIZE.
20. SELECT FILL SHALL BE PLACED IN MAXIMUM 8" LOOSE LIFTS AND COMPACTED TO A MINIMUM DENSITY OF 95% MAXIMUM DRY DENSITY, AS DETERMINED BY THE STANDARD PROCTOR TEST (D698) AND AT OR 3% ABOVE OPTIMUM MOISTURE CONTENT.

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
FRN - F-1386

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
0	ISSUED FOR CONSTRUCTION	JAU		JWB	09/24/2020

SLAB DETAILS
2" ENTERPRISE LINE (LID 9034A)
PROPOSED FM 2001 WIDENING
HAYS COUNTY, TX

DRAWING SCALE	3/4"=1'-0"	
DRAWN BY	JAU	09/24/2020
CHECKED BY	JBD	
APPROVED BY	DCH	
DOCUMENT CONTROL #	AXXXXX-STDT-1	

ENTERPRISE APPROVED
DATE
ENTERPRISE PROJECT # AFE-AXXXXX
DRAWING NUMBER AXXXXX-STDT-0001

L:\Projects\677 (Enterprise Products)\677-1351 (DB10204 - FM2001 Encroachment Resolution)\CAD\MAPPING_GIS\02 MASTER\01 BASE MAPS\Protection Slab.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve renewal of IFB 2018-B7 Regulatory Road Signs with Centerline Supply, PathMark Traffic Equipment, LLC. and Vulcan, Inc. for one (1) additional year with proposed price changes. The County will utilize the prices on the bid tabulation sheet and will order from the lowest bidder first; if materials are unavailable through the 1st lowest bidder, then the County may order from the 2nd lowest bidder.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	BECERRA	N/A

SUMMARY

IFB 2018-B07 contract renewal is scheduled to expire on July 31, 2021. Centerline Supply, PathMark Traffic Equipment, LLC. and Vulcan, Inc. would like to renew their contract for one additional year with the proposed price changes. The Road Department utilizes this contract for regulatory road signs throughout the County as needed.

The County will utilize the prices on the bid tabulation sheet and will order from the lowest bidder first; if materials are unavailable through the 1st lowest bidder, then the County may order from the 2nd lowest bidder.

Attached:
IFB 2018-B07 Regulatory Road Sign Award Summary
Centerline Supply Renewal Letter
PathMark Traffic Equipment, LLC. Renewal Letter
Vulcan, Inc. Renewal letter

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

June 24, 2021

Centerline Supply
9484 Corporate Dr.
Selma, TX 78154

RE: Annual contract renewal

The annual contract for Regulatory Road Signs, IFB 2018-B07 is scheduled to expire on July 31, 2021. This letter will serve as official notice that Hays County would like to exercise its third (3rd) option to renew the existing contract for one (1) additional year effective August 1, 2021 – July 31, 2022, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature	Centerline Supply Company
Jason Barrett Printed Name	07/13/2021 Date

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

June 24, 2021

Vulcan Inc.
PO Box 1850
Foley, AL 36536-1850

RE: Annual contract renewal

The annual contract for Regulatory Road Signs, IFB 2018-B07 is scheduled to expire on July 31, 2021. This letter will serve as official notice that Hays County would like to exercise its third (3rd) option to renew the existing contract for one (1) additional year effective August 1, 2021 – July 31, 2022, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature	Vulcan Inc., dba Vulcan Signs Company
David B. Beviacqua Printed Name	6/25/2021 Date

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

IFB 2018-B07 Regulatory Road Signs - Renewal 1 Approved Pricing - July 2019

ITEM	CODE	DESCRIPTION	SIZE	Vulcan Inc. (dba Vulcan Signs) Current Pricing	Proposed Price Increase
* - ALL SIGNS .080 ALUMINUM					
		REGULATORY SIGNS			
1	R1-1	STOP-STD	30X30	$ 24.53	28.21
2		STOP SIGN	36X36	$ 34.28	39.42
3	BR1-2	YIELD	30X30	$ 12.79	14.70
4	MR1-2	YIELD-MIN	36X36	$ 17.65	20.29
5	MR2-1	SPEED LIMIT (PLACE MPH HERE)	18X24	$ 12.19	14.01
6	R2-1	SPEED LIMIT (PLACE MPH HERE)	24X30	$ 20.32	23.36
7	R1-4	ALL-WAY (STOP)	18X6	$ 3.60	4.14
		R7 SERIES PARKING RESTRICTION			
8	R8-1T	NO PARKING ON BRIDGE-STD	24X30	$ 20.32	23.36
9	R8-3a	NO PARKING (SYMBOL)-STD	24X24	$ 17.02	19.57
10	R12-1T	WEIGHT LIMIT/GROSS LBS.	24X36	$ 24.38	28.03
11	R19-7	NO FISHING FROM BRIDGE	12X24	$ 8.55	9.83
12		NO PARKING ANY TIME/TOW-AWAY (SYMBOL)	12X24	$ 8.55	9.83
13		NO DUMPING ALLOWED $15-$200 FINE	24X36	$ 24.38	28.03
		WARNING SIGNS			
14	MW1-1R	90 DEG. RIGHT TURN-MIN	30X30	$ 25.40	29.21
15	MW1-1L	90 DEG. LEFT TURN-MIN	30X30	$ 25.40	29.21
16	MW1-2R	CURVE RIGHT	30X30	$ 25.40	29.21
17	MW1-2L	CURVE LEFT	30X30	$ 25.40	29.21
18	MW1-3L	REVERSE 90 DEG. L, R TURN	30X30	$ 25.40	29.21
19	MW1-3R	REVERSE 90 DEG. R, L TURN	30X30	$ 25.40	29.21
20	MW1-4L	REVERSE L, R CURVE	30X30	$ 25.40	29.21
21	MW1-4R	REVERSE R, L CURVE	30X30	$ 25.40	29.21
22	MW1-5L	WINDING ROAD (1ST CURVE LEFT)	30X30	$ 25.40	29.21
23	MW1-5R	WINDING ROAD (1ST CURVE RIGHT)	30X30	$ 25.40	29.21
24	MW1-6	RIGHT OR LEFT ARROW-MIN	36X18	$ 18.29	21.03
25	W1-6	RIGHT OR LEFT ARROW-BIKE	48X24	$ 32.51	37.38
26	MW1-7	DOUBLE ARROW-MIN	36X18	$ 18.29	21.03
27	W1-7	DOUBLE ARROW	48X24	$ 32.51	37.38
28	MW1-8	CHEVRON ALIGNMENT SIGN-MIN	12X18	$ 6.60	7.59
29	SW1-8	CHEVRON ALIGNMENT SIGN-SPEC	24X18	$ 12.19	14.01
30	MW2-1	CROSS ROAD SIGN-MIN	30X30	$ 25.40	29.21
31	MW2-2	SIDE ROAD SIGN (90 DEG.)-MIN	30X30	$ 25.40	29.21
32	MW2-3	SIDE ROAD SIGN (45 DEG.)-MIN	30X30	$ 25.40	29.21
33	MW2-4	"T" INTERSECTION-MIN	30X30	$ 25.40	29.21
34	MW2-5	"Y" INTERSECTION-MIN	30X30	$ 25.40	29.21
35	MW3-1a	STOP AHEAD	30X30	$ 26.34	41.79
36	MW3-1a	STOP AHEAD	36X36	$ 37.83	43.50
37	MW3-2a	YIELD AHEAD	30X30	$ 26.34	30.29
38	MW3-2a	YIELD AHEAD	36X36	$ 37.83	43.50
39	MW4-2	LN. REDUCTIONS TRANS. SIGN-MIN	30X30	$ 25.40	29.21
40	MW5-2	NARROW BRIDGE (WORDS)-MIN	30X30	$ 25.40	29.21
41	MW5-2a	NARROW BRIDGE (SYMBOL)	30X30	$ 25.40	29.21
42	MW5-2a	NARROW BRIDGE (SYMBOL)-MIN	30X30	$ 25.40	29.21
43		NO OUTLET W/ARROW	36X8	$ 14.41	16.57
44	MW5-3	ONE LANE BRIDGE (WORDS)-MIN	30X30	$ 25.40	29.21
45	MW7-1	HILL-DOWN GRADE (SYMBOL)-MIN	30X30	$ 25.40	29.21
46	MW7-1	HILL-UP GRADE (SYMBOL) MIN	30X30	$ 25.40	29.21
47	MW8-2	DIP SIGN-MIN	30X30	$ 25.40	29.21
48	MW8-3a	PAVEMENT ENDS (SYMBOL)-MIN	30X30	$ 25.40	29.21

49	MW8-11	CATTLE GUARD	30X30	$	25.40	29.21
50	W8-14	WATER OVER ROAD (WORDS)-STD	30X30	$	25.40	29.21
51	MW10-1	RAILROAD XING (ADV. WARNING)-MIN	30"	$	24.42	28.08
52	MW11-3	DEER XING (SYMBOL)-MIN	30X30	$	25.40	29.21
53	MW11-4	COW XING (SYMBOL)-MIN	30X30	$	25.40	29.21
54		HORSE XING(SYMBOL)-MIN	30X30	$	25.40	29.21
55	MW11-8	FIRESTATION (SYMBOL)-MIN	30X30	$	25.40	29.21
56	W12-1	DOUBLE ARROW SIGN (2 ARROWS DOWN)	24X24	$	16.25	18.68
57	W12-5	LOAD ZONED BRIDGE (WORDS)	30X30	$	25.40	29.21
58	W13-1	ADVISORY SPEED MPH-STD	18X18	$	9.37	10.77
59	MW14-2	NO OUTLET SIGN-MIN	30X30	$	25.40	29.21
60	MW14-3	NO PASSING ZONE-PENNANT-MIN	30X40	$	27.01	31.06
61	MW14-4	LIMITED SIGHT DISTANCE (WORDS)-MIN	30X30	$	25.40	29.21
62	W41-4b	SLOW CHILDREN AT PLAY (SYMBOL)	18X24	$	12.19	14.01
63	OM-3L	TYPE 3 OBJECT MARKER LEFT	12X36	$	12.46	14.32
64	OM-3R	TYPE 3 OBJECT MARKER RIGHT	12X36	$	12.46	14.32
65	OM-2VP	HIGH INTENSITY OBJECT MARKER (REFLECTOR)	6X12	$	2.50	2.87
66		HIGH WATER	30X30	$	25.40	29.21
67		SLIPPERY WHEN WET	30X30	$	25.40	29.21
		CONVENTIONAL GUIDE SIGNS				
68	D26	FLOOD GAUGE (WORDS)	18X12	$	7.50	8.62
69	D27	HAYS COUNTY MAINTENANCE BEGINS (WORDS)	24X15	$	21.34	24.54
70	D28	HAYS COUNTY MAINTENANCE ENDS (WORDS)	24X15	$	21.34	24.54
71	D29	FLOOD GAUGE (WITH 6" NUMBERS)	8X6	$	18.40	21.16
72		ROAD CLOSED THRU TO TRAFFIC	60X30	$	50.80	58.42
73		ROAD CLOSED	48X30	$	40.64	46.73
		SCHOOL RELATED SIGNS				
74	S1-1	SCHOOL PED. XING (SYMBOL)-STD	36X36	$	46.47	53.44
75	S2-1	SCHOOL PED. XING (SYMBOL W/CROSSWALK)-STD	36X36	$	46.47	53.44
76	S3-1	SCHOOL BUS STOP AHEAD (WORDS)	30X30	$	34.19	40.68
		CONSTRUCTION SIGNS				
77	MCW21-2	FRESH OIL (WORDS)-MIN	30X30	$	25.40	29.21
78	MCW21-4	ROAD WORK AHEAD (WORDS)-MIN	30X30	$	25.40	29.21
79	CW21-8	BE PREPARED TO STOP (WORDS)-STD	30X30	$	25.40	29.21
80	CW21-9	MOWERS AHEAD (WORDS)-STD	30X30	$	25.40	29.21
81	MCW8-7	LOOSE GRAVEL	30X30	$	25.40	29.21
82		SHOULDER DROP-OFF	30X30	$	25.40	29.21
83		END OF ROAD WORK		$	18.29	21.03
84		DETOUR WITH LEFT OR RIGHT ARROW	24X30	$	20.32	23.36
		* - SIGNS MUST COMFORM TO ASTM B449				
		BLANK SIGNS FOR STREET NAMES WITH HOLES				
1		RED REFLECTIVE	24X6	$	4.26	4.89
2		RED REFLECTIVE	30X6	$	5.54	6.37
3		GREEN REFLECTIVE	24X6	$	4.26	4.89
4		GREEN REFLECTIVE	30X6	$	5.54	6.37
		GREEN REFLECTIVE	30X9	$	8.34	9.59
		BLANK SIGNS				
5		WHITE WITH BLACK BORDER	18X24	$	12.19	14.01
6		WHITE WITH BLACK BORDER	12X18	$	5.65	6.49
7		WHITE WITH BLACK BORDER	24X24	$	16.25	18.68
8		WHITE WITH BLACK BORDER	30X30	$	25.40	29.21
9		YELLOW WITH BLACK BORDER	18X24	$	12.19	14.01
10		YELLOW WITH BLACK BORDER	12X18	$	5.65	6.49
11		YELLOW WITH BLACK BORDER	24X24	$	16.25	18.68
12		YELLOW WITH BLACK BORDER	30X30	$	25.40	29.21

	POSTS & ANCHOR BASE				
13	GREEN U-CHANNEL DELINEATOR POST, 1.12 LBS/FT	6 FT.	$	6.25	9.37
14	SQ. TUBULAR SIGN POST, GALV. STEEL / 14 GAUGE		$	-	
	PERFORATED ON 4 SIDES (PLEASE GIVE PRICE/FT.)	10 FT.	$	28.96	43.44
15	SQ. TUBULAR ANCHOR POST, GALV. STEEL / 12 GAUGE		$	-	
	PERFORATED ON 4 SIDES (2"X2")	3 FT.	$	11.40	17.10
	13/4 SQ POST CAP 51/2 FLAT BLADEHOLDER		$	4.13	4.75
	RIVETS, BOLTS & NUTS				
16	STEEL DRIVE RIVET	3/8"	$	0.43	.049
17	CORNER BOLT (5/16 DIAMETER)	2"	$	0.47	.54
18	FLANGE NUT (5/16 DIAMETER)		$	0.11	.12
	BARRICADE ITEMS, FLAGS & ROLL-UP SIGNS				
19	BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	6"	$	151.55	174.28
20	BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	8"	$	202.06	232.36
21	RED REFLECTIVE TAPE	2"	No Bid		
22	PARADE PLASTIC A-FRAME BARRICADE (2 EA. A-FRAME LEGS)	2"X8"	$	89.95	103.44
23	RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)		$	137.68	158.33
24	SAFETY DRUM 4-4 HI BAND WITH TIRE RING BASE		$	65.12	74.88
25	REFLECTIVE STOP AND SLOW PADDLE WITH HANDLE	24"	$	127.27	146.36
26	ORANGE FLAGS	18"	$	3.49	4.01
27	ORANGE FLAGS	24"	$	6.04	6.94
28	RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL}		$	137.68	158.32
29	VINYL ROLL-UP SIGNS W/HEAVY DUTY FRAME, 4 HARD CORNER POCKETS TO FIT ZEPHYR STAND OR APPROVED EQUAL, WITH TIE STRAP AND ANTI-KITING DEVICE (VINYL ROLL-UP SIGNS SHOULD BE TO TXDOT STANDARD DMS-8310)	36X36	$	73.50	84.52
30	ORANGE CONES W/REFLECTIVE TAPE	28'	$	19.30	22.19
31	ORANGE CONES	28"	$	11.89	13.67

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

June 24, 2021

PathMark Traffic Equipment, LLC
PO Box 1066
San Marcos, TX 78667

RE: Annual contract renewal

The annual contract for Regulatory Road Signs, IFB 2018-B07 is scheduled to expire on July 31, 2021. This letter will serve as official notice that Hays County would like to exercise its third (3rd) option to renew the existing contract for one (1) additional year effective August 1, 2021 – July 31, 2022, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature

Pathmark Traffic Equipment LLC
Company

Rick Brusbar
Printed Name

6/30/2021
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

IFB 2018-B07 Regulatory Road Signs - Renewal 3 - Award Summary						
ITEM	CODE	DESCRIPTION	SIZE	Centerline Supply	PathMark Traffic Equipment, LLC	Vulcan Inc. (dba Vulcan Signs)
* - ALL SIGNS .080 ALUMINUM				Awarded Bid Item	Awarded Bid Item	Awarded Bid Item
		REGULATORY SIGNS				
1	R1-1	STOP-STD	30X30			Vulan Inc.
2		STOP SIGN	36X36			Vulan Inc.
3	BR1-2	YIELD	30X30			Vulan Inc.
4	MR1-2	YIELD-MIN	36X36			Vulan Inc.
5	MR2-1	SPEED LIMIT (PLACE MPH HERE)	18X24			Vulan Inc.
6	R2-1	SPEED LIMIT (PLACE MPH HERE)	24X30			Vulan Inc.
7	R1-4	ALL-WAY (STOP)	18X6			Vulan Inc.
		R7 SERIES PARKING RESTRICTION				
8	R8-1T	NO PARKING ON BRIDGE-STD	24X30			Vulan Inc.
9	R8-3a	NO PARKING (SYMBOL)-STD	24X24			Vulan Inc.
10	R12-1T	WEIGHT LIMIT/GROSS LBS.	24X36			Vulan Inc.
11	R19-7	NO FISHING FROM BRIDGE	12X24			Vulan Inc.
12		NO PARKING ANY TIME/TOW-AWAY (SYMBOL)	12X24			Vulan Inc.
13		NO DUMPING ALLOWED $15-$200 FINE	24X36			Vulan Inc.
		WARNING SIGNS				
14	MW1-1R	90 DEG. RIGHT TURN-MIN	30X30			Vulan Inc.
15	MW1-1L	90 DEG. LEFT TURN-MIN	30X30			Vulan Inc.
16	MW1-2R	CURVE RIGHT	30X30			Vulan Inc.
17	MW1-2L	CURVE LEFT	30X30			Vulan Inc.
18	MW1-3L	REVERSE 90 DEG. L, R TURN	30X30			Vulan Inc.
19	MW1-3R	REVERSE 90 DEG. R, L TURN	30X30			Vulan Inc.
20	MW1-4L	REVERSE L, R CURVE	30X30			Vulan Inc.
21	MW1-4R	REVERSE R, L CURVE	30X30			Vulan Inc.
22	MW1-5L	WINDING ROAD (1ST CURVE LEFT)	30X30			Vulan Inc.
23	MW1-5R	WINDING ROAD (1ST CURVE RIGHT)	30X30			Vulan Inc.
24	MW1-6	RIGHT OR LEFT ARROW-MIN	36X18			Vulan Inc.
25	W1-6	RIGHT OR LEFT ARROW-BIKE	48X24			Vulan Inc.
26	MW1-7	DOUBLE ARROW-MIN	36X18			Vulan Inc.
27	W1-7	DOUBLE ARROW	48X24			Vulan Inc.
28	MW1-8	CHEVRON ALIGNMENT SIGN-MIN	12X18			Vulan Inc.
29	SW1-8	CHEVRON ALIGNMENT SIGN-SPEC	24X18			Vulan Inc.
30	MW2-1	CROSS ROAD SIGN-MIN	30X30			Vulan Inc.
31	MW2-2	SIDE ROAD SIGN (90 DEG.)-MIN	30X30			Vulan Inc.

32	MW2-3	SIDE ROAD SIGN (45 DEG.)-MIN	30X30		Vulan Inc.
33	MW2-4	"T" INTERSECTION-MIN	30X30		Vulan Inc.
34	MW2-5	"Y" INTERSECTION-MIN	30X30		Vulan Inc.
35	MW3-1a	STOP AHEAD	30X30	PathMark Traffic Equipment, LLC	
36	MW3-1a	STOP AHEAD	36X36		Vulan Inc.
37	MW3-2a	YIELD AHEAD	30X30		Vulan Inc.
38	MW3-2a	YIELD AHEAD	36X36		Vulan Inc.
39	MW4-2	LN. REDUCTIONS TRANS. SIGN-MIN	30X30		Vulan Inc.
40	MW5-2	NARROW BRIDGE (WORDS)-MIN	30X30		Vulan Inc.
41	MW5-2a	NARROW BRIDGE (SYMBOL)	30X30		Vulan Inc.
42	MW5-2a	NARROW BRIDGE (SYMBOL)-MIN	30X30		Vulan Inc.
43		NO OUTLET W/ARROW	36X8	PathMark Traffic Equipment, LLC	
44	MW5-3	ONE LANE BRIDGE (WORDS)-MIN	30X30		Vulan Inc.
45	MW7-1	HILL-DOWN GRADE (SYMBOL)-MIN	30X30		Vulan Inc.
46	MW7-1	HILL-UP GRADE (SYMBOL) MIN	30X30		Vulan Inc.
47	MW8-2	DIP SIGN-MIN	30X30		Vulan Inc.
48	MW8-3a	PAVEMENT ENDS (SYMBOL)-MIN	30X30		Vulan Inc.
49	MW8-11	CATTLE GUARD	30X30		Vulan Inc.
50	W8-14	WATER OVER ROAD (WORDS)-STD	30X30		Vulan Inc.
51	MW10-1	RAILROAD XING (ADV. WARNING)-MIN	30"		Vulan Inc.
52	MW11-3	DEER XING (SYMBOL)-MIN	30X30		Vulan Inc.
53	MW11-4	COW XING (SYMBOL)-MIN	30X30		Vulan Inc.
54		HORSE XING(SYMBOL)-MIN	30X30		Vulan Inc.
55	MW11-8	FIRESTATION (SYMBOL)-MIN	30X30		Vulan Inc.
56	W12-1	DOUBLE ARROW SIGN (2 ARROWS DOWN)	24X24		Vulan Inc.
57	W12-5	LOAD ZONED BRIDGE (WORDS)	30X30		Vulan Inc.
58	W13-1	ADVISORY SPEED MPH-STD	18X18		Vulan Inc.
59	MW14-2	NO OUTLET SIGN-MIN	30X30		Vulan Inc.
60	MW14-3	NO PASSING ZONE-PENNANT-MIN	30X40		Vulan Inc.
61	MW14-4	LIMITED SIGHT DISTANCE (WORDS)-MIN	30X30		Vulan Inc.
62	W41-4b	SLOW CHILDREN AT PLAY (SYMBOL)	18X24		Vulan Inc.
63	OM-3L	TYPE 3 OBJECT MARKER LEFT	12X36		Vulan Inc.
64	OM-3R	TYPE 3 OBJECT MARKER RIGHT	12X36		Vulan Inc.
65	OM-2VP	HIGH INTENSITY OBJECT MARKER (REFLECTOR)	6X12		Vulan Inc.
66		HIGH WATER	30X30		Vulan Inc.
67		SLIPPERY WHEN WET	30X30		Vulan Inc.
		CONVENTIONAL GUIDE SIGNS			

68	D26	FLOOD GAUGE (WORDS)	18X12		Vulan Inc.
69	D27	HAYS COUNTY MAINTENANCE BEGINS (WORDS)	24X15	PathMark Traffic Equipment, LLC	
70	D28	HAYS COUNTY MAINTENANCE ENDS (WORDS)	24X15	PathMark Traffic Equipment, LLC	
71	D29	FLOOD GAUGE (WITH 6" NUMBERS)	8X6		Vulan Inc.
72		ROAD CLOSED THRU TO TRAFFIC	60X30		Vulan Inc.
73		ROAD CLOSED	48X30		Vulan Inc.
		SCHOOL RELATED SIGNS			
74	S1-1	SCHOOL PED. XING (SYMBOL)-STD	36X36		Vulan Inc.
75	S2-1	SCHOOL PED. XING (SYMBOL W/CROSSWALK)-STD	36X36		Vulan Inc.
76	S3-1	SCHOOL BUS STOP AHEAD (WORDS)	30X30		Vulan Inc.
		CONSTRUCTION SIGNS			
77	MCW21-2	FRESH OIL (WORDS)-MIN	30X30		Vulan Inc.
78	MCW21-4	ROAD WORK AHEAD (WORDS)-MIN	30X30		Vulan Inc.
79	CW21-8	BE PREPARED TO STOP (WORDS)-STD	30X30		Vulan Inc.
80	CW21-9	MOWERS AHEAD (WORDS)-STD	30X30		Vulan Inc.
81	MCW8-7	LOOSE GRAVEL	30X30		Vulan Inc.
82		SHOULDER DROP-OFF	30X30		Vulan Inc.
83		END OF ROAD WORK			Vulan Inc.
84		DETOUR WITH LEFT OR RIGHT ARROW	24X30		Vulan Inc.
		* - SIGNS MUST COMFORM TO ASTM B449			
		BLANK SIGNS FOR STREET NAMES WITH HOLES			
1		RED REFLECTIVE	24X6		Vulan Inc.
2		RED REFLECTIVE	30X6		Vulan Inc.
3		GREEN REFLECTIVE	24X6		Vulan Inc.
4		GREEN REFLECTIVE	30X6		Vulan Inc.
		GREEN REFLECTIVE	30X9		Vulan Inc.
		BLANK SIGNS			
5		WHITE WITH BLACK BORDER	18X24		Vulan Inc.
6		WHITE WITH BLACK BORDER	12X18		Vulan Inc.
7		WHITE WITH BLACK BORDER	24X24		Vulan Inc.
8		WHITE WITH BLACK BORDER	30X30		Vulan Inc.
9		YELLOW WITH BLACK BORDER	18X24		Vulan Inc.
10		YELLOW WITH BLACK BORDER	12X18		Vulan Inc.
11		YELLOW WITH BLACK BORDER	24X24		Vulan Inc.
12		YELLOW WITH BLACK BORDER	30X30		Vulan Inc.
		POSTS & ANCHOR BASE			
13		GREEN U-CHANNEL DELINEATOR POST, 1.12 LBS/FT	6 FT.		Vulan Inc.

14	SQ. TUBULAR SIGN POST, GALV. STEEL / 14 GAUGE PERFORATED ON 4 SIDES (PLEASE GIVE PRICE/FT.)	10 FT.	Centerline Supply		
15	SQ. TUBULAR ANCHOR POST, GALV. STEEL / 12 GAUGE PERFORATED ON 4 SIDES (2"X2")	3 FT.		PathMark Traffic Equipment, LLC	
	13/4 SQ POST CAP 51/2 FLAT BLADEHOLDER				Vulan Inc.
	RIVETS, BOLTS & NUTS				
16	STEEL DRIVE RIVET	3/8"			Vulan Inc.
17	CORNER BOLT (5/16 DIAMETER)	2"			Vulan Inc.
18	FLANGE NUT (5/16 DIAMETER)				Vulan Inc.
	BARRICADE ITEMS, FLAGS & ROLL-UP SIGNS				
19	BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	6"		PathMark Traffic Equipment, LLC	
20	BARRICADE SHEETING TAPE 6" STRIPES (50 YDS)	8"		PathMark Traffic Equipment, LLC	
21	RED REFLECTIVE TAPE	2"		PathMark Traffic Equipment, LLC	
22	PARADE PLASTIC A-FRAME BARRICADE (2 EA. A-FRAME LEGS)	2"X8"	Centerline Supply		
23	RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL)			PathMark Traffic Equipment, LLC	
24	SAFETY DRUM 4-4 HI BAND WITH TIRE RING BASE			PathMark Traffic Equipment, LLC	
25	REFLECTIVE STOP AND SLOW PADDLE WITH HANDLE	24"		PathMark Traffic Equipment, LLC	
26	ORANGE FLAGS	18"		PathMark Traffic Equipment, LLC	
27	ORANGE FLAGS	24"		PathMark Traffic Equipment, LLC	
28	RUBBER BASE ROLL-UP SIGN STANDS (ZEPHYR OR APPROVED EQUAL}			PathMark Traffic Equipment, LLC	
29	VINYL ROLL-UP SIGNS W/HEAVY DUTY FRAME, 4 HARD CORNER POCKETS TO FIT ZEPHYR STAND OR APPROVED EQUAL, WITH TIE STRAP AND ANTI-KITING DEVICE (VINYL ROLL-UP SIGNS SHOULD BE TO TXDOT STANDARD DMS-8310)	36X36		PathMark Traffic Equipment, LLC	
30	ORANGE CONES W/REFLECTIVE TAPE	28'		PathMark Traffic Equipment, LLC	
31	ORANGE CONES	28"		PathMark Traffic Equipment, LLC	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the submission of a renewal award for the Texas Department of State Health Services (DSHS), FY22 Tuberculous Federal (TB-FED) in the amount of $22,297.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	$4,459.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
T. CRUMLEY	INGALSBE	N/A

SUMMARY

This grant funding if for the identification and treatment if those persons with, or exposed to, tuberculosis (TB). The Hays County Health Department has participated in this program for several years, providing services to those affected by this disease.
The available federal funding for the TB program is $22,297, with a 20% match of $4,4590 required of the County for participation in the program. The match will be budgeted within the Health Department for fiscal year 2022 from existing personnel, fringe, and contractual services line items.
The application was submitted electronically to DSHS on July 28, 2021.

Attachment:
TB Fed ILA Packet for FY22
FY22 TB Fed Budget

Inter-Local Application For Tuberculosis Prevention and Control for CY 2022 Federal Funds

http://www.dshs.state.tx.us/idcu/disease/tb

Tuberculosis and Hansen's Disease Branch
Texas Department of State Health Services
Mail Code 1873
P.O. Box 149347
Austin, TX 78714-9347

TABLE OF CONTENTS

1. APPLICATION TABLE OF CONTENTS AND CHECKLIST

2. ADMINISTRATIVE INFORMATION (with supplemental documentation attached if required)

3. ORGANIZATION, RESOURCES AND CAPACITY

4. PERFORMANCE MEASURES

5. CY22 Budget Template (Please note that the Face Page and Contacts Form are included on the budget template)

Inter-Local APPLICATION CHECKLIST

Legal Name of applicant:

This form is provided to ensure that the application is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted.

FORM	DESCRIPTION	Included
A	Face Page completed (Tab included on budget template)	X
B	Application Checklist completed and included	X
C	Contact Person Information completed (Tab included on budget template)	X
D	Administrative Information completed and included (with supplemental documentation attached if required)	X
E	Organization, Resources and Capacity included	X
F	Performance Measures included	X
G	CY22 Budget Template completed and included	X

FORM D: ADMINISTRATIVE INFORMATION - ILA

This form provides information regarding identification and contract history on the applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information ***or provide the required supplemental document behind this form.*** *If responses require multiple pages, identify the supporting pages/documentation with the applicable request.*

Legal Name of Applicant: Hays County Local Health Department

Identifying Information

The applicant shall complete the following information:

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the applicant.

Last Name:	Becerra	**Mailing Address (incl. street, city, county, state, & zip):**
First Name:	Ruben	111 E. San Antonio St., Ste. 300
Middle Name:		San Marcos, TX 78666
Last Name :	**Crumley**	**Mailing Address (incl. Street, city, county, state, & zip) :**
First Name :	**Tammy**	712 S. Stagecoach Trail., Ste. 1045
Middle Name :		**San Marcos, TX 78666**

Conflict of Interest and Contract History

The applicant shall disclose any existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding. Examples of potential conflicts may include an existing business or personal relationship between the applicant, its principal, or any affiliate or subcontractor, with DSHS, the participating agencies, or any other entity or person involved in any way in any project that is the subject of this Application for Funding. Similarly, any personal or business relationship between the applicant, the principals, or any affiliate or subcontractor, with any employee of DSHS, a participating agency, or their respective suppliers, must be disclosed. Any such relationship that might be perceived or represented as a conflict shall be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the applicant may be disqualified from further consideration for the award of a contract.

1. **Does anyone in the applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding?**

   ☐ **YES** **NO** ☒

   If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

2. **Has any member of applicant's executive management, project management, governing board or principal officers been employed by the State of Texas 24 months prior to the application due date?**

☐ **YES** **NO** ☒

If YES, indicate his/her name, social security number, job title, agency employed by, separation date, and reason for separation.

3. Has applicant had a contract with DSHS within the past 24 months?

☒ **YES** ☐ **NO**

If YES, indicate the contract number(s):

Contract Number(s)	
Contract Number	**Grant**
HHS001026700001	REGIONAL LOCAL SERVICES SYSTEM/LOCAL PUBLIC HEALTH SERVICES GRANT PROGRAM
HHS000486300001	TUBERCULOSIS PREVENTION AND CONTROL –STATE (TB/PC-STATE)GRANT PROGRAM
HHS000104800001	IMMUNIZATIONS/LOCALS – GRANT PROGRAM - COIVD-19 FUNDING
HHS000771500001	COVID-19 CRISIS CoAG
HHS000686100019	TUBERCULOSIS PREVENTION AND CONTROL –FEDERAL (TB/PC-FEDERAL) GRANT PROGRAM
HHS000512700024	COVID-19 GRANT PROGRAM
HHS000436300015	INFECTIOUS DISEASE SURVEILLANCE (IDCU/SUR)
537-18-0153-00001	PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP)
HHS000485600019	REGIONAL LOCAL SERVICES SYSTEM/LOCAL PUBLIC HEALTH SERVICES GRANT PROGRAM

If NO, applicant must be able to demonstrate fiscal solvency. Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes DSHS will evaluate the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the applicant's financial capability.

4. Is applicant or any member of applicant's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ **YES** **NO** ☒

If YES, please explain. (Attach no more than one additional page.)

FORM E: ORGANIZATION, RESOURCES AND CAPACITY
(Organizational Chart)

FORM F: PERFORMANCE MEASURES

In the event a contract is awarded, applicant agrees that performance measures will be used to assess, in part, the applicant's effectiveness in providing the services described.

1. Newly-reported TB cases must have an HIV test performed unless there is documented evidence of an HIV-positive result or the client refuses. The desired benchmark, 91%.

2. All probable and confirmed TB clients are placed on DOT at the start of treatment†. The desired benchmark, 92.2%.

3. Newly-reported probable and confirmed cases of TB are started on the standard four-drug regimen. The desired benchmark, 94%.

4. Newly-reported clients aged 12 and older for whom TB was identified in the pleura or other respiratory site must have sputum collected and tested for AFB smear and culture results*. The desired benchmark, 94%.

5. Newly-reported cases of TB with AFB-positive sputum culture results must have documented conversion to sputum culture-negative within 60 days of initiation of treatment. The desired benchmark, 64.2%

6. Newly-diagnosed TB cases that are eligible to complete treatment within 12 months must complete therapy within 365 days or less. The desired benchmark, 89%.
   Exclude the following TB cases who:
   - are diagnosed at death;
   - die during therapy;
   - are resistant to rifampin;
   - have meningeal disease; and
   - are age 14 or younger with either miliary disease or a positive blood culture for TB.

7. Increase the proportion of culture-confirmed TB cases with genotyping result reported. The desired benchmark, 98%.

8. TB cases with initial cultures positive for M. tb complex are tested for drug susceptibility with results documented in the medical record. The desired benchmark, 80%.

9. Newly-reported TB clients with a positive AFB sputum-smear result have at least three contacts evaluated as part of the contact investigation. The desired benchmark, 92%

10. Newly-identified contacts identified through the contact investigation that are associated with a sputum AFB smear-positive TB case are evaluated for TB infection and disease. The desired benchmark, 79%.

11. Contacts identified to an AFB smear positive client and for whom TB infection was diagnosed must be started on treatment for TB infection within a week of diagnosis. The desired benchmark, 76%.

12. Contacts identified to an AFB smear positive client and for whom treatment was initiated for TB infection must complete treatment within the recommended time frame. The desired benchmark, 50%.

13. For Class-B immigrants and refugees whose overseas CXR results indicate consistent with TB, increase the proportion whose medical evaluation was initiated within 30 days of notification. The desired benchmark, 62%.

14. For Class-B immigrants and refugees whose overseas CXR results indicate consistent with TB, increase the proportion whose evaluation was completed within 90 days of notification. The desired benchmark, 45%

15. For Class-B immigrants and refugees whose overseas CXR results indicate inconsistent with TB and subsequent evaluation in the U.S. reclassifies client as having TB infection, increase the proportion who start treatment for TB infection. The desired benchmark, 74.6%.

16. For Class-B immigrants and refugees whose overseas CXR results indicate inconsistent with TB and subsequent evaluation in the U.S. reclassifies client as having TB infection, increase the proportion who complete treatment for TB infection. The desired benchmark, 68%.

†The CDC recommends treatment initiation for TB clients with positive AFB sputum-smear results within 7 days of specimen collection
*Report results to DSHS according to the surveillance reporting schedule.

Please refer to the work plan located at the following web link:
http://www.dshs.texas.gov/idcu/disease/tb/policies/

Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

All reporting to DSHS shall be completed as described in Section I, "D. Reporting" and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, **due March 28, 2022** a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

FY2022

TB/PC FEDERAL

Applicant Information

Legal Name of Applicant Agency:	Hays County Health Department
Mailing Address:	
Street / PO Box:	712 S. Stagecoach Trail Ste 1045
City:	San Marcos, TX
Zip:	78666
Payee Name:	Hays County Treasurer
Payee Mailing Address:	
Street / PO Box:	712 S. Stagecoach Trail, Suite 1094
City:	San Marcos, TX
Zip:	78666
State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code)**:**	17460022415002
DUNS # (9 digits required for subrecipient contractors)**:**	09-7494884

Type of Entity (Choose one)

City:	☐ Click on appropriate box
County:	☑
Other Political Subdivision:	☐

Project Period

Start Date:	1/1/2022
End Date:	12/31/2022

Counties Served

County(ies) Served:	Hays
Amount of Funding Allocated:	$22,297.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Phone:	512-878-6673	Ext:		712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Fax:				
E-mail:	tammy. crumley@co.hays.tx.us			
B-13/FSR Rep:	Vickie Dorsett			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2275	Ext:		712 S. Stagecoach Trail, Ste 1071 San Marcos, TX 78666
Fax:				
E-mail:	vickie.dorsett@co.hays.tx.us			
PHEP (HAZARDS) Program Leader:				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
SNS (CRI) Coordinator:				Mailing Address (street, city, county, state, & zip):
Phone:		Ext:		
Fax:				
E-mail:				
Authorized Signatory for **DocuSign**	Ruben Becerra			Mailing Address (street, city, county, state, & zip):
Phone:	512-393-2205	Ext:		111 E. San Antonio St., Ste. 300, San Marcos, TX 78666
Fax:				
E-mail:	judge.becerra@co.hays.tx.us			
Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**				
Phone:		Ext:		
Fax:				
E-mail:				
DocuSign "CC" Person	Tammy Crumley			
Phone:	512-878-6673	Ext:		
Fax:				
E-mail:	tammy. crumley@co.hays.tx.us			
Emergency Contact	Tammy Crumley			Mailing Address (street, city, county, state, & zip):
Cell Phone:	512-878-6673	Ext:		712 S. Stagecoach Trail, Ste. 1045 San Marcos, TX 78666
Fax:				
E-mail:	tammy. crumley@co.hays.tx.us			

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: **Hays County Health Department**

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (Match) (5)	Other Funds **(6)**
A. Personnel	$16,294	$14,512			$1,782	
B. Fringe Benefits	$8,738	$7,785			$953	
C. Travel	$0	$0			$0	
D. Equipment	$0	$0			$0	
E. Supplies	$0	$0			$0	
F. Contractual	$1,725	$0			$1,725	
G. Other	$0	$0			$0	
H. Total Direct Costs	$26,757	$22,297	$0	$0	$4,460	$0
I. Indirect Costs	$0	$0				
J. Total (Sum of H and I)	$26,757	$22,297	$0	$0	$4,460	$0
				Match Percentage	**20.00%**	

If the Contractor is using Indirect Costs as Match, then enter the amount in Line 16, Column H.

Revised: 04/14/2014

PERSONNEL Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

PERSONNEL Name + Functional Title	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
Anna Martinez - Medical Assistant/Admin Assistant II-E	N	NCMA TB Nursing Staff, Backup for Nurse and Conducts Administrative Work	0.41	RMA	$2,964	12	$14,512
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS			$0
					SalaryWage Total		$14,512

FRINGE BENEFITS	**Itemize the elements of fringe benefits in the space below:**
Fica 6.2% = $900 Medicare 1.45% = $210 Retirement 12.82% = $1,860 Medical, Dental & Life Insurance $11,800 X .408% = $4,814	

Total Number of FTEs:	**0.41**		Fringe Benefit Rate %	53.64%
			Fringe Benefits Total	$7,785

TRAVEL Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days & Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	$0
				Airfare	$0
				Meals	$0
				Lodging	$0
				Other Costs	$0
				Total	$0
				Mileage	$0
				Airfare	$0
				Meals	$0
				Lodging	$0
				Other Costs	$0
				Total	$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					$0

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

Indicate Policy Used: Respondent's Travel Policy State of Texas Travel Policy

Revised: 3/25/2014

EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form

Legal Name of Respondent: **Hays County Health Department**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				$0

Total Amount Requested for Equipment: **$0**

Revised: 3/25/2014

SUPPLIES Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Supplies: **$0**

Revised: 3/25/2014

CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates $100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: $0

Revised: 3/25/2014

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent: **Hays County Health Department**

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$0**

Revised: 3/25/2014

Indirect Costs

Legal Name of Respondent:		**Hays County Health Department**
Total amount of indirect costs allocable to the project:	**Amount:**	

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)	**RATE:** **BASE:**	
Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs. Note: Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.	**RATE:** **TYPE:** **BASE:**	
A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date.		

GO TO PAGE 2 (below)

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

SUPPLEMENTAL and MATCH FORMS INSTRUCTIONS

The budget templates include a SUPPLEMENTAL and a MATCH page (one per budget category) that are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. The MATCH pages (one per budget category) are intended to record the required match will be utilized to list detail information for the required match.

The amounts on each supplemental template will automatically populate from the templates and will be inserted on the last line of the primary budget template.

The amounts on each match template will automatically populate from the templates and will be inserted in column labeled "Local Funding Sources (5)"

The SUPPLEMENTAL and MATCH budget templates are:

Personnel Supplemental
Travel Supplemental
Equipment & Controlled Assets Supplemental
Supplies Supplemental
Contractual Supplemental
Other Costs Supplemental

Personnel Match
Travel Match
Equipment & Controlled Assets Match
Supplies Match
Contractual Match
Other Costs Match

PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County Health Department**

PERSONNEL Name + Functional Title	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
			0.00				
					SalaryWage Total		$0

PERSONNEL Budget Category Detail Form (Match)

Legal Name of Respondent: **Hays County Health Department**

PERSONNEL Name + Functional Title	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
53.5	N	NCMA TB Nursing Staff, Backup for Nurse and Conducts Administrative Work	0.05	RMA	$2,964	12	$1,782
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$1,782

FRINGE BENEFITS	**Itemize the elements of fringe benefits in the space below:**	
Fica 6.2% = $110 Medicare 1.45% = $26 Retirement 12.82% = $228 Medical, Dental & Life Insurance $11,800 X .05% = $589		
	Fringe Benefit Rate %	53.50%
	Fringe Benefits Total	$953

TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County Health Department**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days & Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

Revised: 3/25/2014

TRAVEL Budget Category Detail Form (Match)

Legal Name of Respondent: **Hays County Health Department**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days & Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: **Hays County Health Department**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

Revised: 3/25/2014

EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Match)

Legal Name of Respondent: **Hays County Health Department**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

Revised: 3/25/2014

SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County Health Department**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

Revised: 3/25/2014

SUPPLIES Budget Category Detail Form (Match)

Legal Name of Respondent: **Hays County Health Department**

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies: **$0**

Revised: 3/25/2014

CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County Health Department**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that de

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

CONTRACTUAL Budget Category Detail Form (Match)

Legal Name of Respondent: **Hays County Health Department**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that de

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL
						$0
Central Texas Medical Center	Chest X-Ray and Radiology Readings: $15 per Reading	X-rays and readings for clients. One view for healthy adults and 2 views for children under the age of 16 and active TB cases, or TB suspects.	Unit Rate	22	$15.00	$330
Central Texas Medical Center	Chest X-Ray and Radiology Readings: $30 per 1 view X-Ray	X-rays and readings for clients. One view for healthy adults and 2 views for children under the age of 16 and active TB cases, or TB suspects.	Unit Rate	22	$30.00	$660
Central Texas Medical Center	Chest X-Ray and Radiology Readings: $35 per 2 view X-Ray	X-rays and readings for clients. One view for healthy adults and 2 views for children under the age of 16 and active TB cases, or TB suspects.	Unit Rate	21	$35.00	$735
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $1,725

Revised: 3/25/2014

OTHER COSTS Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County Health Department**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Revised: 3/25/2014

OTHER COSTS Budget Category Detail Form (Match)

Legal Name of Respondent: **Hays County Health Department**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

Revised: 3/25/2014

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the Development Services Department to purchase one (1) Microsoft Surface Pro tablet with accessories valued at $2,232.07 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	$2,232.07

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	SHELL	N/A

SUMMARY

The Development Services Department is requesting approval to purchase one (1) Microsoft Surface Pro tablet with accessories for a new Environment Health Specialist I position. Funds have been identified within the budget to cover the cost of the equipment and accessories.

Budget Amendment:
Increase 001-657-00.5712_400 Computer Equipment Operating - $1,313.74
Increase 001-657-00.5202 Data Processing Supplies - $918.33
Decrease 001-607-00.5551 Continuing Education - $2,232.07

Attachment: Dell Quote No.3000070185127.1
Microsoft Quote #USQ-000047940

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000070185127.1**	Sales Rep	Chris Minchew
Total	**$245.00**	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Oct. 05, 2020	**Billing To**	ACCOUNTS PAYABLE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Expires by	Nov. 04, 2020		
Deal ID	17318888		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Chris Minchew

Shipping Group

Shipping To

INFORMATION TECHNOLOGY
HAYS COUNTY
712 SOUTH STAGECOACH TRAIL
STE 1206
SAN MARCOS, TX 78666
(512) 393-2273

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell 27 Monitor - P2719H	**$245.00**	**1**	**$245.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$245.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$245.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$245.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

INFORMATION TECHNOLOGY
HAYS COUNTY
712 SOUTH STAGECOACH TRAIL
STE 1206
SAN MARCOS, TX 78666
(512) 393-2273

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell 27 Monitor - P2719H Estimated delivery if purchased today: Oct. 20, 2020 Contract # C000000006841 Customer Agreement # DIR-TSO-3763	**$245.00**	**1**	**$245.00**

Description	SKU	Unit Price	Qty	Subtotal
Dell 27 Monitor - P2719H	210-AQCS	-	1	-
Dell Limited Hardware Warranty	815-2491	-	1	-
Advanced Exchange Service, 3 Years	815-2492	-	1	-

Subtotal:	**$245.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$245.00**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

Microsoft Store

One Microsoft Way, Redmond, WA 98052, United States

(1) Surface Pro 7+ | Hays County | brkrynic

USQ-000047940

EFFECTIVE FROM : 7/2/2021

EFFECTIVE TO : 8/1/2021

Company Name:	Hays County
Account Number:	USA-0000777502
Contact Email:	Marva@co.hays.tx.us
Phone:	5123932845

Bill To:	Hays County, Auditor 712 South Stagecoach Trail, Suite 1071 San Marcos, TX 78666

Ship To:	Hays County Information Technology 712 South Stagecoach San Marcos, TX 78666 USA

Comments:	

QTY	DESCRIPTION	SKU	MSRP	DISCOUNT	UNIT PRICE	LINE TAX	LINE TOTAL
1	Microsoft Tracking SKU - Texas DIR Dept of Info Resources	QL6-00005	$0.00	$0.00	$0.00	$0.00	$0.00
1	Microsoft Tracking SKU - Surface DR	QL6-00007	$0.00	$0.00	$0.00	$0.00	$0.00
1	Microsoft Surface Pro 7+ Comm. - i5/8/256 (Platinum)	1NA-00001	$1,299.99	$208.00	$1091.99	$0.00	$1,091.99
1	MS CFB+ ADH SRFC Pro7+/X US 2Y from Prchse	W47-00107	$249.00	$39.84	$209.16	$0.00	$209.16
1	Microsoft Surface Pro Type Cover - Black US/Canada (Commerci	FMN-00001	$129.99	$20.80	$109.19	$0.00	$109.19
1	MS EHS SRFC Type Cvr US 3Y from Prchse	SPC-00009	$14.99	$2.40	$12.59	$0.00	$12.59
1	Microsoft Surface Dock 2 Comm.	1GK-00001	$259.99	$41.60	$218.39	$0.00	$218.39
1	Microsoft® USB-C to HDMI adapter Comm SC EN/XD/XX CAA Commer	HFP-00001	$49.99	$8.00	$41.99	$0.00	$41.99
1	UAG Surface Pro Case Black SFPRO4-BLK-VP	QF6-00093	$69.95	$11.19	$58.76	$0.00	$58.76

TOTAL DISCOUNT	$331.83
SHIPPING COST	$0.00
Fee/Charges	$0.00
SUBTOTAL	$1,742.07
TOTAL TAX	$0.00

TOTAL	$1,742.07

Authorized Buyer:	
Authorized to Pick:	

Quote Status:	Draft
CreatedBy:	Brandon Krynicki

SECTION 1 Quote Scope

This Quote is not a binding offer and is subject to change without notice until such time as a purchase has been completed. A purchase shall be deemed to have been completed when the product, in the quantity agreed to, has shipped and either payment has been made (by cash, credit, or other mutually agreed method) to Microsoft or a purchase order has been accepted by Microsoft. Product prices and availability are subject to change at any time and without notice. If the Quote includes promotional pricing, the Quote expires when the promotion ends. Microsoft may place a limit, at any time and for any reason, on quantities that may be purchased per order, per account, per credit card, per person, per business entity, or per household. Microsoft may also refuse, reject, or cancel any order at any time and for any reason. Microsoft also reserves the right, in its sole discretion, to restrict or prohibit sales to dealers or resellers. This Quote does not apply to and cannot be combined with any other offers or promotions.
This Quote does not include shipping charges. Any shipping charges will be calculated and applied at the time of purchase.

Thank you for shopping at Microsoft!

Microsoft Stores Direct Business Sales Terms – United States
Updated: April 2021

SECTION 2 Microsoft Stores Direct Business Sales Terms

By submitting a purchase order to Microsoft, or by making payment to Microsoft for the Device(s), ("Customer" or "you") agree(s) that the following device purchase terms shall apply to the product, device or hardware (the "Device(s)") purchase identified herein ("Agreement"). This Agreement is separate and independent from any other agreement between Microsoft and Customer that involves or may involve the purchase of any software or other products from Microsoft, including but not limited to any volume licensing or other agreement. To the extent such other agreement may apply to Devices or other products covered by this Agreement, and unless otherwise mutually agreed to in writing, its terms supersede any inconsistent or conflicting terms in this Agreement or any resulting agreement between the parties. The Customer's purchase order terms and conditions will not apply to this purchase.

If you are purchasing a Surface Hub or a HoloLens 2 device from the Microsoft Store, please see applicable terms below in Sections 14 and 15, respectively.

If Customer is a federal, state or local government entity (including education), Customer and Microsoft may have entered into separate and independent terms and conditions via requests for proposal, purchasing programs, procurement cooperatives, or otherwise (e.g. NASPO, Texas DIR, CPV). To the extent such other agreement may apply to the Devices or other products covered by, and purchased under, this Agreement, such terms supersede any inconsistent or conflicting terms in this Agreement or any other resulting agreement between the parties.

1. Acceptance. Each Customer purchase order is subject to Microsoft's acceptance and the availability of Devices. Microsoft may decline or cancel any order, or reduce the amount of Devices due to availability, at any time prior to shipping to the Customer. Customer may not cancel any order once Microsoft has notified Customer of Microsoft's acceptance of the purchase order. Microsoft may, in its sole discretion, impose a minimum order requirement to which Customer must agree prior to Microsoft accepting its purchase order.

2. Affiliates and Resale. Customer may make Devices purchased under this Agreement available for use by their Affiliates within a country in which Microsoft makes the same Devices available. Absent Microsoft's written consent, Customer may not, in any circumstance, make Devices purchased under this Agreement available for use by any unrelated third party. Absent Microsoft's written consent, Customer may not, in any circumstance, resell, lease or transfer for any value any Device purchased under this Agreement.

3. Device Restrictions. Customer shall not change, adapt, translate, decompile or reverse engineer any Device, in whole or in part, except and only to the extent expressly permitted by applicable law. Absent Microsoft's written consent, Customer may not, in any circumstance, resell, lease or transfer for any value any Device purchased under this Agreement. Customer shall not use any unauthorized, illegal, counterfeit, or modified hardware or software in connection with any Device or re-package or otherwise combine any Device with any unauthorized or unlicensed third-party product. Customer shall also not cause any Device, in whole or in part, to be governed by an excluded license.

An "excluded license" is any license that requires, as a condition of use, modification or distribution of the Device, that the Device be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

SECTION 3 Delivery

Unless otherwise agreed in writing by the parties, Microsoft will deliver Devices purchased under this Agreement to the location Customer designates on any applicable order form (DDP, Incoterms 2010, or any updates thereto). Unless otherwise agreed, Microsoft will use ground shipping to ship Devices to Customer.

SECTION 4 Preorders

If a Purchase Order includes any Device(s) that will be released at a future date (a "Preorder"), a Microsoft representative will notify Customer's designated contact person when the Device(s) covered by the Preorder are scheduled to ship. Unless Customer notifies Microsoft within 10 days of receipt of this notification with a request to cancel its Preorder (the "Cancellation Notice"), Microsoft will fulfill the Preorder and invoice Customer upon Device shipment. Microsoft may fulfill the Preorder in whole or in part, and Customer agrees to accept Devices covered by its Preorder in one or multiple shipments, provided that Microsoft will only invoice Customer for units actually shipped.

SECTION 5 Limitation of Liability

The total liability of each party for all claims related to each purchased Device and this Agreement is limited to direct damages up to the amount Customer paid for the purchased Device(s) or the total amount paid under this Agreement, whichever is less. Customer may not recover any other damages, including consequential, incidental, indirect, special, reliance or punitive damages, or lost profits. These limitations apply to all damages related in any way to this Agreement, including anything related to any applicable manufacturer's warranty and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, reliance or other torts to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. Some States do not allow limitations on liability as stated above, so some or all of this limitation may not apply to Customer.

SECTION 6 Software Licenses

Software included with, or preloaded on, the Devices ("Included Software") purchased under this Agreement may be subject to separate license terms included with that software ("EULA"). Customer accepts the EULA (1) by signing and/or clicking "Submit" on any Microsoft order form page (if the EULA is attached or available online), (2) by breaking the seal on packaging of a Device that refers to the EULA, (3) by using the Device or (4) by installing, copying or otherwise using the Included Software. If more than one software product is included in the Included Software, e.g., operating system software and a productivity software suite, then each product may have its own EULA. Customer is not authorized to install or use the Included Software unless Customer first agrees to the Included Software's EULA or has a separate license agreement with Microsoft governing use of such Included Software. If Customer does not want to agree to a EULA, Customer may return the Device unused to Microsoft for a full refund. Each EULA is not part of this Agreement, but to the extent of any conflict with this Agreement, the EULA will control solely for the Included Software to which it applies.

SECTION 7 Services

Microsoft may be asked to provide training, support or depot (customized device), or other services incidental to the Devices purchased under this Agreement (the "Services"). Unless otherwise stated in this Agreement, the following terms shall apply to the delivery of all such Services:

7.1 Insurance. Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this agreement via commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.

7.2 Use of technical information from Services. Microsoft may use any technical information Microsoft derives from providing Services for problem resolution, troubleshooting, product functionality enhancements, fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information in any item in the knowledge base.

7.3 Microsoft as independent contractor. Microsoft provides Services as an independent contractor and will be responsible for all social security, unemployment, workers' compensation and other withholding taxes for all of Microsoft's employees. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

7.4 In addition to the above, you acknowledge and agree that the Microsoft Customer Support Service Agreement, available at https://support.microsoft.com/en-us/topic/microsoft-customer-support-service-agreement-3b3b6a44-f4ca-7a22-f77b-0b28f99a507a also applies to any Services you receive from Microsoft, as applicable. You agree to comply with the Microsoft Customer Support Agreement and acknowledge that it may be updated from time to time by Microsoft.

SECTION 8 Warranties

The sole warranty Microsoft provides for Devices is the manufacturer's warranty (if any) provided with the Device(s). Microsoft warrants that Services it provides will be performed in a professional and workmanlike manner, consistent with industry standards. If Microsoft fails to meet the warranty and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Services or return the price paid for them. To the fullest extent permitted by applicable law, MICROSOFT PROVIDES NO OTHER WARRANTIES OR CONDITIONS AND DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. To the fullest extent permitted by applicable law, Microsoft makes no warranties whatsoever relating to any product or device that is not developed, produced or manufactured by Microsoft or that is distributed under a third-party name, copyright, trademark or trade name, even if such product or device is incorporated within the retail packaging or digital images of a Device. This disclaimer will apply except to the extent not permitted by applicable law.

SECTION 9 Payment Terms for Microsoft's Invoice; Credit Review

Payments to Microsoft must be made in the currency and according to the terms stated on Microsoft's invoice. The terms of any extension of credit under this agreement may be withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 1% per month or the highest amount allowed by law, applied from the first day the amount is past due until paid in full. Microsoft has no obligation to continue to provide Services if Customer fails to make timely payment. All payment terms are net 30 days from date of invoice.
By accepting the terms of this Agreement, Customer also agrees that Microsoft may obtain a current credit report related to the business entity identified in the credit application and conduct a review of the credit report. Upon request, Microsoft will tell Customer the name and address of each credit reporting agency from which Microsoft obtained a current credit report. Microsoft may also request audited financial statements to verify financial condition. Microsoft may periodically review the credit performance of the Customer. Deterioration in payment history, financial strength, new reports of judgments/liens or bankruptcy could result in adjustments to the credit terms granted to the Customer.

SECTION 10 Returns

Unless as otherwise stated below, Microsoft will accept returns for Devices that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. All returns and exchanges must be accompanied by the original documentation, instruction manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging Refunds will equal the amount paid less the original shipping and handling charges, if any. The following items may not be returned: (i) items that have been personalized or customized; (ii) special order items; (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) items that are not in resaleable condition.
Services that have already been performed, or which are in the process of being performed, may not be returned or refunded.
For software and games, you may only return or exchange opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit.
ALL SALES ARE FINAL for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable." For promotional items and bundles, and unless otherwise stated in writing, all included products and/or Services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund.
A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products.
Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.
Notwithstanding the foregoing, nothing in this section will be construed as a waiver of your statutory rights under the law regarding returns, exchanges or withdrawal rights.

SECTION 11 Compliance with laws, privacy and security

Microsoft and Customer will each comply with all applicable laws and regulations (including applicable security breach notification laws). However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal data by Microsoft and its agents to facilitate the subject matter of this Agreement.
Customer may choose to provide the personal data of third parties to Microsoft (including Customer's contacts, resellers, distributors, administrators, and employees) as part of this Agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal data to Microsoft.
Please see the Microsoft Privacy Statement for more information on how Microsoft processes personal data.

SECTION 12 Defense of third-party claims

Microsoft will defend Customer against any claim by an unaffiliated third party that a Device infringes its patent, copyright or trademark, or makes unlawful use of its trade secret. Microsoft will pay any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) Customer Data; (2) non-Microsoft software; (3) modifications to a Device made by Customer or any specifications or material Customer provides; (4) Customer's combination of the Device with (or damages based on the value of) a non-Microsoft product, business process or data; (5) Customer's use of a Microsoft trademark without express, written consent, or Customer's use of a Device after being notified to stop due to a third-party claim; (6) Customer's use or distribution of a Device in violation of this agreement, or (7) Devices provided free of charge.
If Microsoft reasonably believes that a third party claim under this section may bar Customer's use of the Device, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Device and refund any amounts

Customer has paid.
Customer must (1) notify Microsoft of any claim subject to this section, (2) give Microsoft sole control over the defense or settlement, and (3) provide reasonable assistance in the defense of the claim. Out-of-pocket expenses incurred in providing reasonable assistance will be reimbursed. Microsoft must approve any settlement. The remedies provided in this section are the exclusive remedies for the claims described in this section.

SECTION 13 Additional Terms

(a) Non-Microsoft software and technology. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Devices or otherwise in connection with this agreement. Customer will direct and control the installation and use of such software or technology through its actions (including the use of APIs and other technical means). Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Microsoft will not run or make any copies of such software or technology outside of its relationship with Customer. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

(b) Confidentiality. Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any (i) nonpublic information that Customer or Microsoft or an Affiliate designates as being confidential; or (ii) nonpublic information which, given the nature of the disclosure or the circumstances surrounding disclosure, the receiving party should treat as confidential (parts (i) and (ii) being "Confidential Information"). However, there is no time limit on disclosure of Confidential Information that contains personal information. The receiving party will not be liable for the disclosure of information which: (A) it already knew without an obligation to maintain the information as confidential; (B) it received from a third party without breach of an obligation of confidentiality owed to the other party; (C) it independently developed; or (D) becomes known through no wrongful act of the receiving party. Either party may disclose Confidential Information as required by a judicial or other governmental order or request, provided that the receiving party immediately notifies the other party in writing upon its receipt of such order or request and provides reasonable assistance if the disclosing party seeks a protective order or its equivalent to limit disclosure of any such Confidential Information.

(c) Publicity. Except as otherwise required by applicable law or as otherwise expressly provided under this Agreement, neither party will issue any press release, publicity, or other disclosure in any form that relates to its relationship with the other party or the terms or existence of this Agreement without the other party's prior written approval.

(d) Applicable law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement.

(e) U.S. export. Devices are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see http://www.microsoft.com/exporting. Customer must notify Microsoft at cmec@microsoft.com as to any regulatory or legal controls on the use, access or transfer of Customer's software or technology prior to such use, access or transfer to or by Microsoft. Customer will provide sufficient information to permit Microsoft to comply with applicable controls on Customer's software or technology.

(f) Taxes.

(i) If any amounts are to be paid to Microsoft, the amounts owed by Microsoft are exclusive of any taxes. Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order submitted under this agreement and which are permitted to be collected from Customer by Microsoft under applicable law. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on transactions between Customer and its Affiliates. Microsoft shall be responsible for all taxes based upon its net income or its property ownership.

(ii) For qualified Customers, prices may exclude any sales or use taxes, duties, and other governmental charges (including any value added taxes). Customer will provide Microsoft a valid exemption certificate, and then Microsoft will not collect the taxes covered by such certificate.

(iii) If any taxes are required to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Customer promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay Microsoft for the amount of tax withheld until Customer provides to Microsoft the official receipt and other documents reasonably requested.

(iv) Customer agrees to receive Tax/VAT invoices electronically.

(g) Use of contractors. Microsoft may use contractors to perform Services, but will be responsible for their performance, subject to the terms of this agreement.

(h) Force Majeure. With the exception of Customer's payment obligations under Section 8(a), neither party will be liable for any failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's its reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance as soon as reasonably possible when the force majeure event concludes.

(i) Assignment. Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder by contract, merger, operation of law or otherwise, without Microsoft's prior written consent. Any attempted assignment in violation of this Section 13(i) will be null and void. Microsoft may immediately terminate this Agreement in the event of an attempted assignment. Microsoft may assign this Agreement to any of its Affiliates without Customer's consent. Subject to the foregoing provisions of this Section 13(i), this Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

(j) No third-party beneficiaries. This agreement does not create any third-party beneficiary rights.

(k) No Partnership or Agency. The parties are independent contractors. This Agreement does not create or constitute a partnership, joint venture, franchise, agency, or contract of employment between Microsoft and Customer.

(l) Notices. All notices and requests under this Agreement will be in writing and delivered via facsimile (receipt confirmed), certified mail or registered post (return receipt requested), or via overnight courier (e.g. FedEx or DHL). Notice will be sent to the addresses by each party's details or to such other addresses as either party may indicate in accordance with this section. Notices will be deemed effective as follows: (i) one (1) business day after the date given if transmitted by Facsimile or email; (ii) three (3) business days after the date of deposit in the mail for certified mail; or (iii) one (1) business day after the date of delivery to an overnight carrier. For purposes of this Agreement, notices must be sent in writing to Microsoft at Microsoft Corporation, One Microsoft Way, Redmond, WA, 98052 USA.

(m) Survival. Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, warranties, limitations of liability, confidentiality, defense of claims by either party, compliance verification, obligations on termination, and the provisions in the section titled "Miscellaneous," will survive termination of the agreement.

(n) Severability. If any provision of this agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in effect and the agreement will be deemed amended to give maximum effect to the eliminated provision.

(o) Waiver. Failure to exercise any right or remedy will not constitute a waiver. Any waiver must be in writing and executed by the waiving party.

(p) Invoicing. Customer agrees to accept email invoices in markets where electronic invoicing is not yet available from Microsoft Store.

(q) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Except as specifically permitted in this Agreement, no amendment or modification of any provision of this Agreement will be effective unless it is in a writing that specifically references this Agreement and is duly signed by authorized representatives of both parties.

SECTION 14 HoloLens Terms of Use and Sale

HoloLens Terms of Use and Sale. The following additional terms (Section 14) apply if you are purchasing a HoloLens device.

(a) HoloLens 2 Commercial Terms (for Commercial and Developer versions, including Industrial Editions).

1. Applicable Terms.

i. Microsoft HoloLens 2 is intended for sale to commercial businesses and education entities, and, in the case of the developer edition, to developers. It is not intended for sale to consumers or individuals. By purchasing, you hereby agree not to resell the product. Unless otherwise agreed to in writing, ALL SALES OF HOLOLENS 2 COMMERCIAL AND DEVELOPER DEVICE (INCLUDING INDUSTRIAL EDITIONS) ARE FINAL AND NON-REFUNDABLE, AND HAVE A MANUFACTURER'S LIMITED WARRANTY.

ii. This product is not intended for use by children under the age of 13.

iii. In addition to the terms and conditions set forth in this Agreement, the Microsoft HoloLens 2 Commercial Terms of Use and Sale (the "HoloLens 2 Commercial Store Terms") apply to you if you submit a purchase order for a HoloLens 2. Please visit: https://query.prod.cms.rt.microsoft.com/cms/api/am/binary/RE1YIXi to review the HoloLens 2 Commercial Store Terms.

iv. By purchasing you also agree to the software license here: https://www.microsoft.com/en-us/Useterms/OEM/Windows/10Mobile/UseTerms_OEM_Windows_10Mobile_English.htm.

2. Order of Precedence. In the event of a conflict between the HoloLens 2 Commercial Store Terms and this Agreement the Microsoft Stores Direct Business Sales Terms, and except as set forth in Section 14(b) below, the HoloLens 2 Commercial Store Terms prevail.

(b) Notwithstanding the terms set forth in Sections 14(a) above or in the HoloLens 2 Commercial Store Terms, you agree that, as it pertains to any HoloLens device sold under this Agreement: (i) the HoloLens device is being sold to you by Microsoft Corporation, a U.S. entity; (ii) the applicable limited device warranties set forth in the appendices to the HoloLens 2 Commercial Store Terms (if any) are valid only in the United States and Canada, and to the extent your purchase is for the HoloLens 2 Industrial Edition device, the applicable Warranty Period is extended from one to two years; and (iii) the sale is governed by the law, and is subject to the exclusive jurisdiction, as set forth in Section 13(d) (Applicable Law) above.

SECTION 15 Surface Hub Terms of Sale.
T
he following additional terms (Section 15) apply if you are purchasing a Surface Hub device.

The Surface Hub is intended for sale to business and education entities. It is not intended for sale to consumers. By purchasing a Surface Hub, you hereby agree not to resell the product. Unless otherwise agreed to in writing, and subject to the standard manufacturer's warranty, ALL SALES OF A SURFACE HUB DEVICE, INCLUDING ADDITIONAL ACCESSORIES AND SERVICES ARE FINAL AND NON-REFUNDABLE.

****

c

[Customer] [MICROSOFT CORPORATION]

By:_____ By:_____
Printed Name:_____ Printed Name:_____
Title:_____ Title:_____
Date:_____ Date:_____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve specifications for IFB 2021-B12 Countywide Dumpsters and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	BECERRA	N/A

SUMMARY

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to perform dumpster services for multiple locations within Hays County.

Attached:
IFB 2021-B12 Countywide Dumpsters
Attachment A: Bid Form
Attachment B: FHWA 1273-2

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2021-B12 Countywide Dumpsters	**Date Issued: July 29, 2021**

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:00 p.m. local time August 19, 2021.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on August 11, 2021.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

Table of Contents

Solicitation, Offer and Award 1

I. IFB Submittal Checklist 3

II. Summary 4

III. Specifications 6

A. Introduction 6

B. Scope of Work 6

C. Qualifications 9

D. Mandatory Bid Form 10

E. Transition Plan 10

F. Performance Bond 10

G. Submittal Requirements 10

H. Award of Contract 11

I. Warranty of Performance 12

IV. General Terms and Conditions for Solicitations 13

V. Vendor Reference Form 22

VI. Certificate of Interested Parties 23

VII. Conflict of Interest Questionnaire 24

VIII. Code of Ethics 26

IX. HUB Practices 27

X. House Bill 89 Verification 29

XI. Senate Bill 252 Certification 30

XII. Debarment & Licensing Certification 31

XIII. Vendor/Bidder's Affirmation 32

XIV. Related Party Disclosure Form 33

XV. FHWA 1273 Certification 35

XVI. Appendix II – 2 CFR Part 200 36

Attachment A: IFB 2021-B12 Bid Form

Attachment B: FHWA 1273

I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that MUST be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Mandatory Bid Form: Attachment A

____ 3. Vendor Reference Form

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Certificate of Interested Parties

____ 3. Code of Ethics signed

____ 4. HUB Practices signed

____ 5. House Bill 89 Verification signed and notarized

____ 6. Senate Bill 252 Certification

____ 7. Debarment & Licensing Certification signed and notarized

____ 8. Vendor/Bidder's Affirmation completed and signed

____ 9. Related Party Disclosure Form

____ 10. Appendix II – 2CFR Part 200

____ 11. FHWA 1273 Certification

____ 12. System for Award Management (www.SAM.gov) Entity Registration Page

____ 13. Any addenda applicable to this solicitation

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct or

____ 2. One original of the proposal and a digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing
712 S Stagecoach Trail, Suite 1071
San Marcos, TX 78666

II. Summary

1.	**Type of Solicitation:**	Invitation for Bid
2.	**Solicitation Number:**	IFB 2021-B12 Countywide Dumpsters
3.	**Issuing Office:**	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope One (1) Original and one (1) digital copy on a thumb drive, or Electronic Bid packets can be submitted through BidNet Direct, no thumb Drive required.
5.	**Deadline for Responses:**	In issuing office no later than: **Thursday, August 19, 2021; 1:00 p.m. Central Time (CT)**
6.	**Initial Contract Term:**	October 1, 2021-September 30, 2022
7.	**Optional Contract Terms:**	Four (4), one-year renewal options
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing@co.hays.tx.us
9.	**Questions & Answers:**	**Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than August 11, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted.** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10.	**Addenda**	Any interpretations, corrections or changes to this IFB and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff: Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

July 29, 2021	Issuance of IFB
August 11, 2021	Deadline for Submission of Questions (5:00 PM CT)
August 19, 2021	Deadline for Submission of Proposals (1:00 PM CT) **Late bids will not be accepted.**
October 1, 2021	Anticipated contract award date

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for a vendor to perform dumpster services for multiple locations within Hays County. Listed below are the locations within Hays County seeking immediate services. Note that Hays County has other locations that could need dumpster services in the future and the addition of these locations would fall under this contract, as well as changes in current dumpster needs. Vendor may also need to provide additional services related to debris removal in the event of a county wide disaster declaration.

Locations:

5 Mile Dam	4440 Old Stagecoach Road, San Marcos, TX
Government Center	712 S. Stagecoach Trail, San Marcos, TX
Jacobs Well Natural Area	1699 Mt. Sharp Road, Wimberley, TX
Jail	1307 Uhland Road, San Marcos, TX
Juvenile Detention Center	2250 Clovis Barker Lane, San Marcos, TX
Precinct 1 Road Department	1101 Civic Center Loop, San Marcos, TX
Precinct 2 Offices	5458 FM 2770, Kyle, TX
Precinct 3 Offices	200 Stillwater Circle, Wimberley, TX
Precinct 4 Road Department (Barn)	20290 FM 150 West, Driftwood, TX
Public Safety Building	801 S. Stagecoach Trail, San Marcos, TX
Road Department	2171 Yarrington Road, San Marcos, TX
San Marcos Health Department	401-A Broadway Street, San Marcos, TX
WIC Building	150 E. Lockhart Street, Kyle, TX

B. Scope of Work

Contractor shall furnish all labor, supplies and equipment for the complete and satisfactory dumpster services throughout the County. Contractor shall provide *all* services required in these specifications.

Damage:

Contractor shall be responsible for County property or privately-owned property damaged by their employees or equipment during performance of duties. Contractor shall notify the Contract Administrator immediately who will inspect and determine the degree of damage including the extent of the responsibility.

Contractor shall promptly report any unusual conditions to the Contract Administrator. This shall include, but not limited to damage to City, County, or State property, trees, shrubs, unauthorized occupancy, etc. resulting from vehicular damage, storm damage, or vandalism.

Management and Inspection:

All workmanship, equipment and materials shall be subject to inspection and examination by the Contract Administrator or his/her designee at any time during the performance of the work. The Contract Administrator will conduct routine checks on performance, completion of tasks and cleanliness. All containers, once emptied, shall be returned to the original position with the lids replaced and loading and side doors closed.

Contractor must close and secure all gates and enclosures prior to leaving the site.

Work Schedule & Missed Collections:
The attached schedule lists the location, size and pickup days. Pickups shall occur Monday through Saturday between 7 a.m. and 6 p.m. There shall be no pickups on Sundays. Seasonal dumpsters must be removed during the off-season and replaced before the season begins. Removal must occur within one week of the last pick-up.

Contractor shall establish and advise the Contract Administrator of internal control procedures to guarantee that each pickup shall be made as specified. Contractor shall notify the Contract Administrator whenever there is any schedule change or when a pickup will be missed. Notification must occur within a minimum of twenty-four hours prior to the scheduled pickup.

Contract holidays are as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

No holiday or overtime work is authorized without prior approval of the Contract Administrator. Should inclement weather conditions or problems beyond the control of the Contractor interrupt or delay service, the Contractor shall: advise the Contract Administrator of the stoppage or delay and advise the Contract Administrator of the alternate pick-up day.

Container Specifications:
Contractor shall provide the specified number, type and size of refuse and recycling containers to the locations listed herein. The containers will range in size from 8 cubic yard dumpsters up to 40+ yard dumpsters. Dumpsters must fit into the existing dumpster enclosures or designated area located at each site. At any point if the County deems the container size and/or frequency of pickups does not satisfy the needs of the County then we can request a different size dumpster. All dumpster sizes and price per haul should be listed in Attachment A.

The containers provided by the Contractor shall meet all Federal, County and City health and safety regulations. The dumpster type containers shall be equipped with side and top doors to allow for either top or side loading and shall be designed to provide rodent-proof, animal proof, and wind-proof storage of refuse/recycle contents.

Contractor shall maintain all containers in a clean and sanitary condition and regularly rotate with clean containers, whenever necessary, to maintain optimum cleanliness, health and sanitary conditions including but not limited to the following:

a. Repair and repaint containers as necessary.
    i. Repairs to, or exchange of defective containers shall be made before the next scheduled pickup after notice is received from the Contract Administrator or designee
    ii. Minor repairs may be made on site when approved by the Contract Administrator
b. Provide substitute containers when maintenance or repair is being performed on containers normally provided.

c. Exchange containers at no additional charge if the County determines containers are unsightly, damaged or unusable.

Safety and Cleanliness:
Contractor shall provide for a neat, clean, and safe environment at all times during all work.

Contractor and his employees shall be of neat appearance and conduct themselves in a professional manner while working for Hays County.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions during all work.

Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

Accident Prevention and Protection:
Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator. Contractor shall leave work site clean and free of any tools and other materials related to the work.

Contractor shall take all necessary precautions to protect existing County equipment, Contractor's equipment, County facilities, and occupants from damages or harm caused by any work.

Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the County. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

Spillage:
Contractor shall not allow contents of the dumpsters or containers to spill during dumping operations. If spillage occurs, the Contractor shall be responsible for the immediately clean-up of the spillage.

All vehicles used in the performance of the Contractor's duties shall have a broom and pan for sweeping debris. All vehicles used in the performance of the Contractor's duties shall have spill response equipment for containment and clean up.

C. Qualifications

RESPONSIBILTY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Must have five (5) years prior experience with the scope of work as detailed in the specification
- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Contractor shall be regularly engaged in the performance of the specified work and make available, for this purpose, a regular force of skilled workers and equipment.
- Contractors collection vehicles must be permitted in compliance with all Federal, State, County and City requirements.
- Contractor shall perform all specified work using skilled, and licensed technicians; supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors in this trade.
- Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall always have available a dedicated line for facsimile machine, an email address and telephone number for communication between the Contractor and the Contract Administrator.
- Contractor shall have the ability to provide a back-up refuse/recycling and/or disposal facility operating in accordance with all applicable Federal, State and local laws and regulations, latest edition.
- The County shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not

debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2021-B12 Bid Form**. Pricing should be based on per haul.**

All pricing and fees shall include installation and removal of the container. Equipment required, fuel, labor, tipping fees, clean-up costs and all associated costs to perform this service efficiently and effectively.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: No warranty is given or implied by the County as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The County reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the County.

ADDITIONAL ITEMS/DUTIES: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the County prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

E. Transition Plan

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider to the successful Proposer. The proposed transition plan is of critical importance to the County.
In the transition plan, Proposer must describe the following:

- Individual or group of individuals that will oversee the execution of the transition plan.
- Proposed approach, including equipment, personnel, and schedule, for delivering equipment (carts, dumpsters, compactors, etc.) to customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the customers.
- Detailed schedule for the transition.
- Proposed strategies for customer communication regarding the transition of service providers.

F. Performance Bond

A performance bond in the amount of 100% of the annual value of the Contract which will be determined upon bid award and re-evaluated annually. This will be maintained and renewed each year during the term of the contract. Proof of renewal of the bond must be submitted to the County prior to renewal of the contract each year.

G. Submittal Requirements

Vendor must deliver their bids to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Bids:

- One (1) original bid with required forms manually signed by Vendor with original signatures
- One (1) digital copy of the full bid with all required forms on a thumb

drive

- All items must be in a sealed envelope marked with the Solicitation Number and Vendor Name on the outermost envelope

Electronic Bids:

- Upload bids with required forms manually signed by Vendor
- No thumb drive required with electronic submissions
- www.bidnetdirect.com/hayscounty

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. All unofficial bid results will be posted on the following two sites, until an award has been made in Commissioners Court:

Hays County: https://hayscountytx.com/departments/auditor/purchasing/bidding-opportunities/

BidNet Direct: https://www.bidnetdirect.com/texas/hayscounty

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section IV for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

RESPONSIBILTY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule

- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be ninety (90) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:
    a. "Auditor" means the Hays County Auditor or his/her designee.
    b. "Commissioners Court" means Hays County Commissioners Court.
    c. “Contract” means the contract awarded pursuant to the IFB.
    d. “Contractor” means a person or firm receiving an award of contract from Commissioners Court.
    e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
    f. "County Building" means any County owned buildings and does not include buildings leased by County.
    g. "Is doing business" and "has done business" mean:
        i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
        ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
        iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
    h. "Purchasing Manager" means the Hays County Purchasing Manager.
    i. “Sub-contractor” means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor
    712 S Stagecoach Trail, Suite 1071
    San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:
    a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
    b. The Contractor's delivery time includes weekends and holidays.
    c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
    d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
    e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
    f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:
    a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
    b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to

show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:
    a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
    b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
    c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:
    a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
        i. The existence of the claim, or other action;
        ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
        iii. The alleged basis of the claim, action or proceeding;
        iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
        v. The name or names of any person against whom this claim is being made.
    b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
    c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:
    a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):

General Aggregate	$2,000,000.00
Product completed operations aggregate	$2,000,000.00
Bodily Injury (Each accident)	$2,000,000.00
Property Damage	$2,000,000.00

Employers Liability:	
Each accident	$1,000,000.00
Each employee for disease	$1,000,000.00
Policy limit for disease	$1,000,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

_____ _____

Signature of Company Representative Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____on this the day of _____, 20___, on behalf of said Firm.

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

[(1)]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XV. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XVI. Appendix II – 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the

requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

Attachment A
IFB 2021-B12 Countywide Dumpsters
Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2021-B12 Bid Form**. Pricing should be based on per haul.** Note that Hays County has other locations that could need dumpster services in the future and the addition of these locations would fall under this contract, as well as and changes in current dumpster needs. At any point if the County deems the container size and/or frequency of pickups does not satisfy the needs of the County then we can request an increase in the frequency of pickups and/or a different size dumpster. All dumpster sizes and price per haul should be listed in below.

All pricing and fees shall include installation and removal of the container. Equipment required, fuel, labor, tipping fees, clean-up costs and all associated costs to perform this service efficiently and effectively.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: No warranty is given or implied by the County as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The County reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the County.

ADDITIONAL ITEMS/DUTIES: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the County prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

Current County Locations and Hauls

Dumpster Quantity & Size	Location	Qty. Hauls	Price per Haul	Price Add'l Hauls
3 each/8 yard	**5 Mile Dam** 4440 Old Stagecoach Road, San Marcos	2 x week (Tues. & Fri.)		
1 each/35 yard compactor	**Government Center** 712 S. Stagecoach Trail, San Marcos	p/u as needed		
1 each/8 yard	**Jacobs Well Natural Area** 1699 Mt. Sharp Road, Wimberley	1 x week (Mondays)		
1 each/40 yard	**Jail** 1307 Uhland Road, San Marcos	1 x month		
4 each/8 yard	**Jail** 1307 Uhland Road, San Marcos	4 x week		
1 each/8 yard	**Juvenile Detention Center** 2250 Clovis Barker Lane, San Marcos	M-W-F		
1 each/4 yard	**Juvenile Detention Center** 2250 Clovis Barker Lane, San Marcos	M-W-F		
1 each/40 yard	**Precinct 1 Road Department** 1101 Civic Center Loop, San Marcos, TX	1 x month		
1 each/8 yard	**Precinct 2 Offices** 5458 FM 2770, Kyle	1 x week		
1 each/8 yard	**Precinct 3 Offices** 200 Stillwater Circle, Wimberley	1 x week		
1 each/40 yard	**Precinct 4 Road Department (Barn)** 20290 FM 150 west, Driftwood	1 x month		
2 each/8 yard	**Public Safety Building** 801 S. Stagecoach Trail, San Marcos	M-W-F		
1 each/40 yard	**Road Department** 2171 Yarrington Road, San Marcos	1 x week		
1 each/8 yard	**San Marcos Health Department** 401-A Broadway Street, San Marcos	1 x week		
1 each/96 Gallon	**WIC Building** 150 E. Lockhart Street, Kyle	1 x week		

What items are not allowed in dumpsters and are not included in the prices above? (Note: Any items not listed below will be considered allowable and included in the stated prices above.)

Item	Unit (each, haul, etc.)	Price

Available Dumpster & Compactor Sizes and Price per dumpster for as needed basis, as well as for any future needs and/or disaster declaration events of the County:
(list all available dumpster sizes and the price to haul)

Dumpster & Compactor Size	Container Rental Fee (per month)	Price Per Haul	Price Add'l Hauls

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: _____

Printed Name: _____

Signature: _____

Email Address: _____

Phone: _____

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Authorize the County Judge to execute a Contract Amendment with PBS of Texas related to Countywide Janitorial Services pursuant to RFP 2020-P02.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

Various Departments

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Gary Cutler	BECERRA	N/A

SUMMARY

On January 28, 2020 the Commissioners Court approved a contract with PBS of Texas for Countywide Janitorial Services as a result of formal solicitation RFP 2020-P02.

Due to the increased cleaning needs of the new Public Safety Building, the Sheriff is requesting to add additional cleaning services for the Public Safety Building to the contract for a monthly total of $7,511.00, this is an increase of $2,736.00 monthly. Funds are available within the SO Operating budget for this contract amendment.

Attached: PBS of Texas Contract Amendment - 2
RFP 2020-P02 Countywide Janitorial Services
PBS Proposal for additional Cleaning Services

Second Amendment to the Janitorial Service Agreement (RFP 2020-P02 Countywide Janitorial Services)

1. This Second Amendment to the Janitorial Service Agreement (the "Second Amendment), attached as *Exhibit "A"* and executed January 28, 2020 (the "Agreement"), and first amended (the "First Amendment') on March 30, 2021 (attached as *Exhibit "B"*), is made this 27th day of July, 2021, by and between **Hays County, Texas ("Client")** and **PBS of Texas, LLC ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Section 4 of the Agreement shall be amended as follows:

a. Remove the following listed services:
   - New Emergency Services Building: $4,775.00 monthly cleaning that was effective January 4, 2021 pursuant to the First Amendment. (Pricing reflected two 8-hour day porters performing all cleaning two times per week, as stated on the proposal, attached hereto and incorporated herein as ***Exhibit B***.

b. Add the following listed services:
   - New Emergency Services Building: $7,511.00 monthly cleaning. Prices reflect an 8-hour day porter and nightly clean Monday-Friday with exception of Holidays, as stated on the proposal, attached hereto and incorporated herein as ***Exhibit C.***
     - Sheriff @ 46125.52 sq. ft. for $6,659.00 per month
     - Emergency Services @ 5874.48 sq. ft. for $852.00 per month

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas MBA PhD
Hays County Clerk

PBS OF TEXAS, LLC

By: _____

Printed Name: _____

Title: _____

Dated: _____

JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement ("Agreement") is entered into as of this 28th day of January, 2020 between PBS of Texas, LLC ("Contractor") located at 3456 Alemeda Street, Suite 448 Fort Worth, Texas 76126 and Hays County, Texas ("Client") located at 111 East San Antonio Street, Suite 300, San Marcos, Texas, 78666.

1. **SERVICES:** Contractor shall provide janitorial and related services to Client in accordance with the proposal specifications detailed in RFP 2020-P02. Contractor may perform the services by any generally-accepted means and shall not be responsible for delay in performance for circumstances beyond its control. Contractor and Client, by and through, Tammy Crumley, Director of Countywide Operations, or her successor, may agree in writing to adjust service schedules, hours required for cleaning, number of employees required to clean and any such service adjustment so long as such changes do not alter the stated Total Monthly Rate.

2. **TERM:** This Agreement shall commence on February 3, 2020 and be in effect for one (1) year with four (4) additional one (1) year renewals. This Agreement will automatically renew annually unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with Section 14 below.

3. **TERMINATION:** Either party may cancel this Agreement with or without cause or penalty upon thirty (30) days written notice in accordance with Section 14 below.

4. **PRICE:** Client agrees to pay Contractor, on a monthly basis, for the services as described below based on cleanable square footage provided by Hays County.

Hays County Building	Square Footage	Monthly Rate
Government Center	96,500	$9,659.30
Health Department	5,000	$500.00
Kyle PCT 2	14,250	$1,425.00
Buda PCT 5	5,905	$590.50
Development Services / Transportation	16,950	$1,695.00
Foreman Building	2,400	$60.00
Wimberley PCT 3	10,000	$1,000.00
Dripping Springs PCT 4	6,300	$630.00
Kyle Train Depot	4,000	$65.00

Jail	12,570	$550.00
Public Safety Building	12,000	$500.00
Training Academy Portables	2,900	$125.00
Jail Vehicle & Maintenance Building	1,200	$100.00
Total Monthly Rate w/o new building		$16,899.80
New Emergency Services Building		$6,948.20
Total Monthly Rate w/new building		$23,848.00

Additional Porter Hourly Rate $18.50

Pricing is based upon PBS providing all labor, supervision, management, equipment, cleaning supplies, and small tools, as well as related taxes and insurance required to perform the services and schedules outlined herein and is based upon a five (5) day per week work schedule, excluding County-observed holidays. Client agrees to notify Contractor in advance and in writing in the event Contractor's cleaning responsibilities are to be decreased or increased from those previously established. Contractor agrees not to clean any unoccupied space unless specifically requested to do so, in writing, by the Director of Countywide Operations or Building Maintenance Manager.

Consumables
Expendable restroom supplies, such as toilet tissue, hand towels, hand soap, plastic liners for restrooms and trash receptacles will be provided by Contractor for all areas.

If such supplies are provided by the Contractor and are included in the monthly square footage or flat rate charge, should the volume and/or cost of these items increase by more than five percent (5%) over the established cost, the Client agrees to permit the Contractor to increase the monthly charge to cover such an increase. A summary analysis will be prepared to track the usage and cost. This information will be submitted with any request for a rate increase.

Square Footage Adjustments
Contractor's billing is based on the cleanable square footage cleaned each month. "Cleanable square footage" is a combination of "occupied tenant space" and "common areas", including lobbies, hallways, vending areas, restrooms, stairwells/landings, etc. Additions and/or deletions to the cleanable square footage will be adjusted at the rates stated in the Pricing Summary.

The Client will be responsible for notifying Contractor of any additions/deletions in cleanable square footage as they occur.

Unless otherwise stipulated, square footage adjustments will be calculated as follows:

i. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 1st through 15th of the month will be added or deleted for the full month.
ii. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 16th through the end of the month, will be added or deleted effective the 1st day of the following month.
iii. Additions and/or deletions of 3,000 sq. ft. or more will be calculated from the actual notification date.

In the event the Client makes an error in calculation of square footage, Contractor will make corresponding billing adjustments on the next scheduled billing date. However, no billing adjustments will be made for deleted square footage more than thirty (30) days retroactively from the date of notification.

Minimum Wage Escalation
Prices quoted herein are based on current federal and state minimum wage rates. As additional wage increases are imposed on Contractor due to current and/or future legislation or additional changes in city, state and/or federal regulations, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Contractor, prior to increasing related billing rates, will secure the Client's approval of such increases.

The Affordable Care Act
Prices quoted herein are based on the rules, regulations, and legislation in place pertaining to employee benefits. As the Affordable Care Act continues to evolve with adjustments and revisions and such the new laws are imposed on Contractor due to current and/or future legislation, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Prior to increasing related billing rates, Contractor will secure the Client's approval of such increases.

Holidays
Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the workweek shall be subject to an additional charge of one full day at straight time only if/when Contractor is obligated to pay wages for that day.

Price Determination
The price(s) quoted herein are based on "cash equivalent" payment(s) (cash, check, money order, wire transfer or direct deposit) within thirty (30) days of invoice date. Payments by any other means, such as credit cards will be subject to a service surcharge.

Invoicing
Contractor will deliver an invoice (the "Invoice") to Client by the end of each calendar month for the next calendar month's services. Client agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice (the "Due Date"). Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Agreement pursuant to Section 10.

Additional Pricing
Emergency Labor

Regular Working Hours	$18.50 per man hour
After Hours, Week-ends and Holiday Cleaning	$30.75 per man hour
Supervisor (Anytime)	$34.00 per man hour

Minimum charge of 4 hours, per person, per call.

Carpet Cleaning
Carpet cleaning not outlined in the Janitorial Specifications Section of this proposal, will be provided as an additional service at the following prices:

Semi-Dry Method	$.20 Per Sq. Ft.
Hot Water Extraction Method	$.25 Per Sq. Ft

Minimum charge of $175.00 per call

5. **EXTRAORDINARY COST CHANGES:** If any extraordinary events affect Contractor's costs, upon written notice to Client, the parties agree to negotiate a reasonable adjustment. Such events shall include but not be limited to: armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect itself.

6. **APPROPRIATION OF FUNDS:** In the event the Hays County Commissioners Court fails to appropriate adequate funding for this Agreement in any given fiscal year, this Agreement shall automatically terminate on October 1st of such fiscal year.

7. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless Client, its agents or assigns from loss, liability, cost, or expense (including reasonable attorney's fees) for bodily injury, death and property damage which arises out of work performed or failed to be performed under this agreement. Contractor shall not be liable for delay, loss or damage, caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or other causes beyond Contractor's reasonable control.

   To the extent permitted by law and without requiring the establishment of a sinking fund, Client shall indemnify, defend and hold harmless Contractor from claims for injury to Contractor's employee and others resulting from the condition of Client's premises or equipment but only to the extent same is not caused by Contractor's fault. Contractor will be responsible for any theft determined to be caused by its

8. **INSURANCE AND TAXES:** Contractor agrees to maintain in effect, during the term hereof, insurance for Workers' Compensation or similar type coverage, with statutory limits, and personal injury and property damage with $2,000,000 combined single limit liability per occurrence. Contractor shall furnish to Client prior to commencement of this agreement, a certificate of insurance evidencing such coverage and specifying that thirty (30) days' prior notice of cancellation shall be sent to Client. Contractor shall be responsible for paying all payroll-based taxes, workers' compensation, liability insurance and other similar expenses. Failure to maintain the above-stated insurance can result in termination of this Agreement.

9. **CONFORMANCE WITH LEGAL OBLIGATIONS:** Client agrees to keep its facilities in safe condition and in conformance with federal, state, and local laws, ordinances and regulations, and agrees to indemnify and hold harmless Contractor, to the extent permitted by law and without requiring the establishment of a sinking fund, from loss and liability (including reasonable attorneys' fees if approved by a court of law in county (counties) in which work is performed) caused by Client's failure to do so.

10. **TERMINATION BY DEFAULT:** If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may terminate the Agreement.

11. **GOVERNING LAW AND VENUE:** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Texas, without regard to any conflicts of law.

12. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. Client agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of this Agreement.

13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in the Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument and signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

14. **NOTICES:** Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid, to the following:

TO HAYS COUNTY

Hays County Courthouse
Hays County Judge's Office
Attn: Judge Ruben Beccera
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666
Phone: (512) 393-2205

With copy to:
Hays County Government Center
Countywide Operations
Attn: Tammy Crumley
712 South Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Phone: (512) 878-6673

TO PBS OF TEXAS, LLC

PBS of Texas, LLC
Attn: Mike Shaffer
301 Hesters Crossing #204
Round Rock, Texas 78681
Phone: (817) 560-1511
Cell: (210) 291-7722

15. **BINDING:** This Agreement shall insure to and bind the successors, assigns, agents and representatives of both parties.

16. **AUTHORITY:** The undersigned representative of each party warrants that he/she has the full authority to execute this Agreement and bind the party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 28th day of January, 2020.

HAYS COUNTY, TEXAS

Ruben Becerra
Hays County Judge

ATTEST:

Elaine Cardenas
Hays County Clerk

PBS OF TEXAS, LLC

Printed Name: Mike Shaffer
Title: Regional Sales Manager

Amendment to Contract
RFP 2020-P02 Countywide Janitorial Services

1. This amendment (the "Amendment") is made by **Hays County** and **PBS of TEXAS**, parties to the agreement **RFP 2020-P02** dated **January 28, 2020** (the "Contract").

2. The Agreement is amended as follows:

a. Removal of services:
- Public Safety Building (Old) $500.00 per month, effective 3.12.21 per the email, attached hereto and incorporates herein as ***Exhibit A.***
- Training Academy Portables (old) $125.00 per month, effective 3.12.21 per the email, attached hereto and incorporates herein as ***Exhibit A***
- Government Center, Pct. 2 Kyle, Pct. 3 Wimberley, Pct. 4 Dripping Springs, and Pct. 5 Buda: remove all additional porter cleaning services at the end of March, effective 3.31.21

b. Addition of New Services:
- Training Building (new) $810.00 per month, per provided quote, attached hereto and incorporates herein as ***Exhibit B***

c. Breakout of PSB: $4775.00
- Sheriff: $4,235.52 (46125.52 sq. ft.)
- Emergency Services: $539.48 (5874.48 sq. ft.)

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

By: _____

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: 3-30-2021

By: _____

Printed Name: Kody Smith

Title: Vice President / GM

Dated: 4/1/2021

From: Kody Smith
To: Stephanie Hunt
Cc: Tom Hackney; John Saenz; Yvette Faulkner; Chris Deichmann; Lisa Griffin; Tammy Crumley; Brett Littlejohn; Kimberli Andrews
Subject: RE: Cleaning Services Addendum
Date: Thursday, March 18, 2021 1:24:44 PM
Attachments: image001.png

Hi Stephanie,

We can certainly accommodate these requests to amend the contract. I do not have an addendum template on hand, if you could please forward one we can have that executed and returned.

PBS invoices at the start of the month, so March has already been submitted with Training Academy Portables and Old PSB on the invoice in full. We can credit this invoice and resubmit with the prorated amounts for partial monthly services. We can also edit the New PSB to be broken out in the 2 departments, and have this change moving forward.
PBS has been providing services at the New Training Facility since mid-January, so that site is already on our existing invoices for March, February, and January (prorated – partial month). No change should be necessary there.

I want to clarify on the reduction in additional porter services effective 3/31. Will we be reducing these additional porters and hours at Government Center only, or at all other locations currently receiving additional coverage? We have additional hours at GC, PCT 2 Kyle, PCT 3 Wimberley, PCT 4 Dripping Springs, and PCT 5 Buda.

Please let me know if you have any questions.

Thanks!

Kody Smith
PBS of Texas
3456 Alemeda #448
Fort Worth, TX 76126
(817) 716-2009

PBS OF TEXAS
A PRITCHARD INDUSTRIES COMPANY

From: Stephanie Hunt <stephanie.hunt@co.hays.tx.us>
Sent: Thursday, March 18, 2021 12:06 PM
To: Kody Smith <kody@pbsoftexas.com>
Cc: Tom Hackney <tom.hackney@co.hays.tx.us>; John Saenz <john.saenz@co.hays.tx.us>; Yvette Faulkner <yvette.faulkner@co.hays.tx.us>; Chris Deichmann <chris.deichmann@co.hays.tx.us>; Lisa Griffin <lisa.griffin@co.hays.tx.us>; Tammy Crumley <tammy.crumley@co.hays.tx.us>; Brett Littlejohn <brett.littlejohn@co.hays.tx.us>; Kimberli Andrews <kimberli.andrews@co.hays.tx.us>

Subject: Cleaning Services Addendum

Kody,

After speaking with all the departments we would like to propose the following addendum to the Cleaning Contract under RFP 2020-P02.

1. Removal of services:
    - Public Safety Building (Old) $500.00 per month, effective 3.12.21 per your email
    - Training Academy Portables (old) $125.00 per month, effective 3.12.21 per your email
    - Government Center, remove all additional porter cleaning services at the end of March, effective 3.31.21

2. Addition of New Services:
    - Training Building (new) $810.00 per month, per provided quote

3. Breakout of PSB: $4775.00 (Since each building is broken out in the contract we would prefer for the building to be broken down for invoicing purposes) Can you please provide the breakout of the pricing for the following breakdown of the square footage areas?
    - Sheriff @ 46125.52 sq. ft.
    - Emergency Services @ 5874.48 sq. ft.

Does PBS have an addendum format that you can add this to and send over for signature? We would like to get this on the agenda for next week for approval, so if you can get this back to me by tomorrow morning that would be great. If you do not have an addendum format I can create one and send your way, just let me know.

Please let me know if you have any questions and if I missed anything that we have discussed.

Thank you,

Stephanie Hunt
Hays County Purchasing Manager
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78610
(512) 393-2267

PROPOSAL

PBS of TEXAS, LLC
3456 Alemeda #448
Fort Worth, TX 76126
Phone: (817) 560-1511
kody@pbsoftexas.com

DATE	3/19/2021
INVOICE #	
CUSTOMER ID	Hays

SUBMIT TO

Hays County

DESCRIPTION	TOTAL
New Public Safety Building - Monthly Janitorial	
Sheriff Office (46,125 sq ft)	$4,235.52
Emergency Services (5,875 sq ft)	$539.48

Subtotal	$4,775.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	**$4,775.00**

OTHER COMMENTS

PROPOSAL

PBS of TEXAS, LLC
8868 Research Blvd #305
Austin, TX 78758
Phone: (512) 365-0484
kody@pbsoftexas.com

DATE	7/22/2021
INVOICE #	
CUSTOMER ID	HAYSCO

SUBMIT TO

County of Hays
ATTN: Chris Deichmann
712 S Stagecoach Trail #3
San Marcos, TX 78666

DESCRIPTION	Monthly Cost
Janitorial Services for Hays County Public Safety Building	
Sheriff Office (46,125 SF)	$6,659.00
Emergency Services (5,875 SF)	$852.00

Subtotal	$7,511.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
TOTAL	**$7,511.00**

OTHER COMMENTS

PBS to provide all labor and supervision. Prices reflect an 8 hour day porter and nightly clean Monday-Friday with exception of Holidays.

Quarterly floorwork to be priced upon request.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve the Consent to Assignment of IFB 2019-B03 Road Building Materials - Hot Mix with Century Asphalt, Ltd. to Texas Materials Group, Inc.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	BECERRA	N/A

SUMMARY

Century Asphalt, Ltd. (Seller) and Texas Materials Group, Inc. (Purchaser) intend to enter into a definitive agreement on or about July 30, 2021 pursuant to which Seller will sell, assign, transfer and convey to Purchaser all of Seller's right, title and interest in certain assets, contracts and liabilities, including IFB 2019-B03 Road Building Materials - Hot Mix.

Attachments:
Texas Materials Group, Inc. Consent to Assignment
Century Asphalt, Ltd. Contract with Hays County

CenturyMaterials

3003 Kilgore Parkway
Baytown, TX 77523
O: 713-292-2868
F: 713-292-2885

July 19, 2021

Hays County
Office of the County Auditor
Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666
Attn: Marisol Villarreal-Alonzo,CPA
Marisol.alonzo@co.hays.tx.us
512-393-2283

RE: Request for Consent to Assignment of Road Building Materials Hot Mix Contract (Bid #2019-B03)

Dear Hays County:

Reference is made to the agreements set forth on Exhibit A attached hereto, which are presently in effect (as each such agreement is amended, restated or otherwise modified, collectively, the "**Agreement**"), by and between Century Asphalt, Ltd. ("**Century Asphalt**") and Hays County ("**Hays County**" or "**you**").

Century Asphalt and certain of its affiliates (collectively, "**Seller**") and Texas Materials Group, Inc. or its affiliates ("**Purchaser**") intend to enter into a definitive agreement on or about July 30, 2021 pursuant to which Seller will sell, assign, transfer and convey to Purchaser all of Seller's right, title and interest in certain assets, contracts and liabilities, including the Agreement.

Our records indicate that you may hold a right to consent to the assignment of the Agreement to Purchaser. This letter shall constitute the written notice and request for your consent to such assignment that may be required under the Agreement. Nothing contained herein is intended or should be construed as granting you rights to which you are not contractually entitled under the Agreement, admitting that consent, election or waiver is required thereunder, or requiring us to seek future consents, elections or waivers.

Please indicate your consent to the assignment of the Agreement from Seller to Purchaser by signing the signature page below and returning to Seller a copy of this letter bearing your signature in the enclosed envelope or by electronic mail to the undersigned at 3003 Kilgore Parkway, Baytown, Texas 77523 or derek@angelbrothers.com.

We would appreciate your prompt attention to this matter. Should you have any questions or need any additional information, please contact the undersigned at 713-515-2364 or derek@angelbrothers.com.

Thank you for your prompt attention to this matter.

Yours very truly,

Century Asphalt, Ltd.

By:_____
Name: Derek Angel
Title: President

By executing this letter below, you evidence your CONSENT to the assignment of the Agreement from Seller to Purchaser.

Hays County

By:_____

Name:_____

Title:_____

Date:_____

cc:

Exhibit A

Agreements

1. Road Building Materials Hot Mix Contract (Bid #2019-B03) between Hays County and Century Asphalt, Ltd.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to call for a public hearing on August 10, 2021 to establish a 4-way stop at the intersection of Old Bastrop Highway and Centerpoint Road.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

Old Bastrop Highway does not currently have stop signs at Centerpoint Road. As a result of some crash data that has been collected, a 4-way stop is necessary to control traffic at this intersection.

Old Bastrop Hwy & Centerpoint Road
New 4-way stop location.
Legend
Existing
New
STOP
S Old Bastrop Hwy
234
266
Center Point Rd
239
Google Earth
© 2021 Google
400 ft
N

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order No. 3 in the amount of $16,650 to the Professional Services Agreement between Hays County and Pape Dawson Engineers, Inc. for the Centerpoint Road Improvements project and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	$16,650

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since contract amount is more than 25% of original contract amount.

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, Transportation Director	INGALSBE	N/A

SUMMARY

The requested CO #3 increases the contract compensation cap by $16,650 from $106,970 to $123,620. This will allow for Pape Dawson Engineers, Inc. to perform construction staking, elevations, and office calculations on Centerpoint Road from Beeback Inn to Viewpoint Drive. The staking will support the Hays County Transportation Department in self performing the planned safety improvements of Centerpoint Road.

Attachment: Pape Dawson CO#3

Hays County Transportation Department Change Order Request Form

Date: July 16, 2021 Contract Performance Date: April 9, 2019

Project Name: Centerpoint Road Improvements from Beback Inn Road to Viewpoint Drive

Contract number:

Contractor/Consultant: Pape-Dawson Engineers

Change Order Number: 3

Change in Scope Necessitating Change-Order:

Additional construction staking services for roadway and drainage improvements along Centerpoint Road from Beback Inn Road to Viewpoint Drive.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount:	$41,670.00
Net Amount of Previously Authorized Change Order:	$65,300.00
Net Amount for this requested change order:	$16,650.00
Total Contract Amount with all change orders:	$123,620.00
Original Contract Performance Length:	85 Days
Net previous schedule change orders:	365 Days
Net Schedule adjustment requested this change order:	0 Days
Total performance days with change orders:	450 Days

Contractor: Dennis Seal, P.E. Sign: Date: 07/16/2021

Hays County: Sign: Date:

July 8, 2021
(Revised July 16, 2021)

Mr. Jerry Borcherding, PE
Transportation Director
Hays County
2171 Yarrington Road
San Marcos, Texas 78666

RE: Centerpoint Road Improvements from Beback Inn Road to Viewpoint Drive
Additional Services Request No. 3 – Centerpoint Road Improvements from Beback Inn Road to Viewpoint Drive
Hays County Precinct 1
Job No. 51078-00

Dear Mr. Borcherding:

Based upon conversations with you and Aaron Jones, we request for additional construction staking services in connection with the above-referenced project.

Background
Pape-Dawson has prepared PS&E plans for horizontal and vertical alignment, preliminary engineering report, and associated Engineer's opinion of probable construction cost for improvements to Centerpoint Road at from Viewpoint Drive to Beback Inn Road. The work is being performed under an agreement with Hays County.

Purpose
The purpose of the services described herein is to provide construction staking services for roadway and drainage improvements along Centerpoint Road from Beback Inn Road to Viewpoint Drive.

I. ADDITIONAL SERVICES - CONSTRUCTION STAKING (TASK 101) $ 16,650.00

- Stakeout roadway offset on both sides of the proposed centerline along Centerpoint Road in Hays County, Texas.
- Stakeout of PC, PT and radii of curves at proposed intersections, connecting driveways and proposed headwalls.
- Stakeout interval along Centerpoint Road is 50 foot.
- Provide elevation cut sheets and bench marks.
- Office processing and calculations
- Set or search ROW monumentation (as needed)

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Additional services required by the client which may arise, and are not outlined above, to be negotiated as a lump sum fee.*
- *This scope excludes any rework/re-staking of disturbed markings.*

II. SUMMARY

I.	Additional Services - Construction Staking	Task 101	$16,650.00
		Total Fee	**$16,650.00**

A budget increase of $16,650.00 is the estimated cost of Pape-Dawson's current understanding of the additional services identified above, for a new project budget of $123,620.00. Upon signing of this ASR by the client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 9th day of April 2019.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email, fax, or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,
Pape-Dawson Engineers, Inc.

Dennis Seal, P.E.
Vice President

ACKNOWLEDGED & ACCEPTED
HAYS COUNTY

Signature:_____
Name:_____
Title:_____
Date:_____

O:\Marketing\Proposals\Letters\2021\07\210707c2 (P2665-21) AUS ASR 3 R1 51078-00.docx

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, release of the subdivision bond #0722785 in the amount of $1,312,418.44, and accept the 2-year maintenance bond #EACX4002108 in the amount of $240,001.76 for Sunset Oaks subd., Section 4, Phase 1A.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

July 15, 2021

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Sunset Oaks subdivision, Section 4, Phase 1A

Dear Commissioners and Judge:

Josh Janysek, P.E. with Brown & Gay Engineers, is requesting that Hays County accept construction of the roads and drainage improvements for Sunset Oaks subdivision, Section 4, Phase 1A, release of the subdivision bond #0722785 in the amount of $1,312,418.44, and accept the 2-year maintenance bond #EACX4002108 in the amount of $240,001.76. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcherding, P.E.
Director
Hays County Transportation

6/24/2021

RE: Sunset Oaks Section 4 Phase 1A
Paving, Drainage, Water & Wastewater Improvements
PCIP 2019-30254
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On June 24, 2021 I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Sunset Oaks Section 4 Phase 1A Paving, Drainage, Water & Wastewater Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

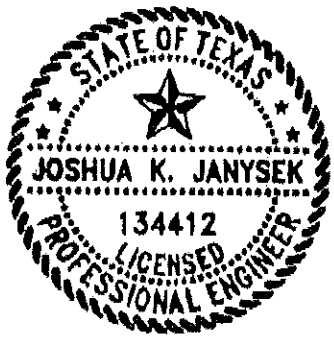
Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

Josh Janysek, P.E.
Project Manager – Construction

cc: James Parman, Hays County
Justin Ivicic, Maxwell SUD
Brent Reeh, Aqua
Bill Barton, Lennar

6/24/2021



BOND NO. EACX4002108

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we. Dale Lowden Excavating Inc _____, as Principal, and Endurance Assurance Corporation , a corporation duly authorized to engage in the surety business in the State of Texas , as Surety, are jointly and severally held and firmly bound unto Hays County _____, as Obligee, in the sum of Two Hundred Forty Thousand One Dollars and 76/100 _____ Dollars ($240,001.76) for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee, dated _____, for the project known as Sunset Oaks Section 4 Phase 1A; Erosion Control, Drainage, Street Construction .

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall maintain and warrant all improvements for a period of two (2) years following the date of acceptance of said improvements by the Obligee, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED THAT, this bond may be continued for future periods by certificate, executed by the Surety. Regardless of the number of terms this bond may be in effect, the total aggregate liability of the Surety shall not exceed the penal sum stated above. Further, the Surety reserves the right to refuse continuation of this obligation for future periods, at its sole option. Refusal of the Surety to provide bonding for future terms shall not be actionable or cause for a claim under this bond.

SIGNED AND SEALED this 2nd day of July 2021.

Dale Lowden Excavating Inc (Principal)

By: _____ (Seal)
Title:

Endurance Assurance Corporation

By: _____ (Seal)
Attorney-in-fact: Scott David Chapman

SOMPO INTERNATIONAL
INSURANCE

11221

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Scott David Chapman, Rosalyn Hassell, Elaine Lewis, Timothy J. Maley, Cheryl R. Colson** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the Individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the Individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2 day of July, 20 21.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for information or to make a complaint at:

1-877-676-7575

You may write the Company at:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the

Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007

Web: http://www.tdi. texas.gov

E-mail: ConsumerProtection@tdi. texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono de la compania para informacion o para someter una queja al:

1-877-676-7575

Usted tambien puede escribir a:

Endurance Assurance Corporation
Attention: Surety
1221 Avenue of the Americas, 18th Floor
New York, NY 10020

Puede communicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al

Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771

Web: http://www.tdi. texas.gov

E-mail: ConsumerProtection@tdi. texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #70180287 in the amount of $49,078.96 and the acceptance of roads into the county road maintenance system for Shadow Creek subdivision, Phase 8, Section 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Limerick Road (1,760 ft.), a segment of Marsh Lane (289 ft.), and a segment of Heron Drive (409 ft.).

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Hold a public hearing with possible action to establish a No Parking zone along both sides of Bliss Spillar Road between September Song Drive and the Travis County line.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

In response to multiple instances of vehicles parking along both sides of Bliss Spillar Road, there is a need to establish a "No Parking" zone with signage within the ROW.

Bliss Spillar Rd
No Parking zone: September Song Dr to Travis Co. line.
Legend
Travis County
Hays County
Arrowhead Acres
Bliss Spillar Rd
No Parking zone - both sides of the road.
Travis County
Hays County
September Song Dr
Ramrod Dr
Gunsmith Dr
Cattleman Dr
Autumn Wood
Copper Hills Dr
252
Google Earth
© 2021 Google
N
1000 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to call for a public hearing on August 10, 2021 to establish a "No Thru Traffic" zone in the Meadow Woods subdivision with signage posted on Sunflower Drive (at FM 150) and Meadow Woods Drive (at FM 2770).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

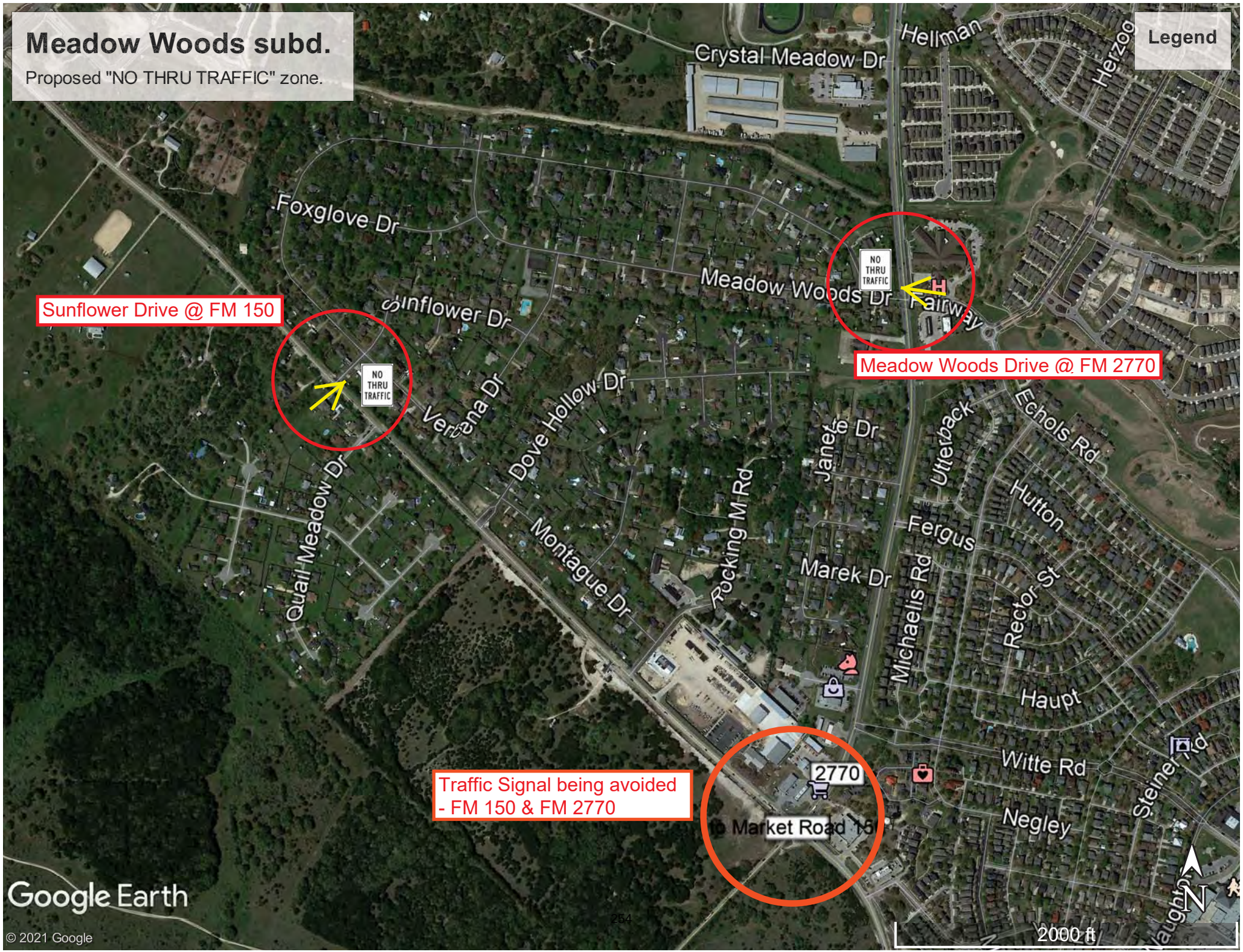
AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	JONES	N/A

SUMMARY

Per a request by the HOA, as a result of increased traffic taking short-cuts through the Meadow Woods subdivision to avoid the signal at the intersection of FM 150 and FM 2770, a "No Thru Traffic" zone is needed with appropriate regulated signage for enforcement to minimize vehicles that are not residents.


Meadow Woods subd.
Proposed "NO THRU TRAFFIC" zone.
Legend
Crystal Meadow Dr
Hellman
Herzog
Foxglove Dr
Meadow Woods Dr
Fairway
NO THRU TRAFFIC
Sunflower Drive @ FM 150
Sunflower Dr
Meadow Woods Drive @ FM 2770
Verbena Dr
Dove Hollow Dr
Janette Dr
Utterback
Echols Rd
Hutton
Quail Meadow Dr
Montague Dr
Rocking M Rd
Fergus
Marek Dr
Michaelis Rd
Rector St
Haupt
Witte Rd
Steiner Rd
Negley
Traffic Signal being avoided
- FM 150 & FM 2770
2770
Market Road 16
Google Earth
© 2021 Google
N
2000 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to call for a public hearing on August 10, 2021 to establish a 4-way stop at the intersection of Crosswinds Parkway, Windswept Way and the Amenity Center entrance in Crosswinds subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

Crosswinds Parkway does not currently have stop signs at the intersection with Windswept Way and the Amenity Center entrance. At the request of the development management group, Crosswinds Community, a 4-way stop is necessary to control vehicle traffic at this intersection for the safety of pedestrians.

Crosswinds Parkway, Windswept Way & amenities center entrance
Possible 4-way stop location.
Legend
Crosswinds Parkway
Windswept Way
Existing
STOP
New
STOP
STOP
New
STOP
Existing
Amenities Center & Pool
Crosswinds Parkway
Google Earth
© 2021 Google
N
300 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to approve the Advance Funding Agreement for Surface Transportation Block Grant Program (STBG) Project Off-System (Center Street Rail Siding Project) and authorize the County Judge to execute the Advance Funding Agreement on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	$1,515,940.00

LINE ITEM NUMBER

035-802-96-650.5611_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	JONES	N/A

SUMMARY

Funding for the County's cost-share participation in the Center Street Rail Siding Project is an element of the Hays County 2016 Road Bond Program. The proposed railroad siding relocation will improve mobility and safety in downtown Kyle at several street crossings, including Center Street/FM 150, and along the I-35 frontage road for all roadway users, and police, fire and emergency services. The Center Street Rail Siding Project was awarded Capital Area Metropolitan Planning Organization (CAMPO) funding in 2018, and Transportation Development Credits to cover the CAMPO funding award local match in 2020. The County has moved forward with project development in cooperation with the Union Pacific Railroad, City of Kyle and the Texas Department of Transportation (TxDOT), including engineering and environmental clearance. The Advance Funding Agreement would memorialize the roles and responsibilities of TxDOT and Hays County for the development of the Center Street Rail Siding Project. Hays County would contribute a total of $1,515,940.00, which includes engineering, environmental clearance, and direct State costs. TxDOT would contribute $741,146.00 in indirect State costs. It is anticipated that the County will negotiate an Interlocal Agreement with the City of Kyle for the City's cost-share participation, as originally laid out in the City's successful CAMPO 2018 project call application.

A Resolution of the Hays County Commissioners Court
Approving an Advance Funding Agreement for Surface Transportation
Block Grant (STBG) Project Off-System (Center Street Rail Siding Project) and Authorizing the
County Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, funding for cost-share participation in the Center Street Rail Siding Project is an element of the Hays County 2016 Road Bond Program; and

WHEREAS; the City of Kyle submitted a successful project application in the Capital Area Metropolitan Planning Organization (CAMPO) 2018 project call process for the Center Street Rail Siding Project and subsequently requested that the County assume development responsibility for the Project, in cooperation with the Union Pacific Railroad; and

WHEREAS, Hays County subsequently submitted a successful project application to CAMPO for Transportation Development Credits to cover the local cost-share of the 2018 CAMPO grant funding awarded to the Center Street Rail Siding Project; and

WHEREAS, implementation of the Center Street Rail Siding project will improve mobility and safety in downtown Kyle at several street crossings, including Center Street/FM 150, and along the I-35 frontage road for all roadway users, and police, fire and emergency services; and

WHEREAS, Hays County has moved forward in cooperation with the Union Pacific Railroad with project development of the Center Street Rail Siding Project, including engineering and environmental clearance; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County for the development of the Center Street Rail Siding Project;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

(a) That the Commissioners Court of Hays County does hereby approve the Advance Funding Agreement for Surface Transportation Block Grant (STBG) Project Off-System (Center Street Rail Siding Project) and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2021.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

_____
Mark Jones
Commissioner, Pct. 2

_____
Lon Shell
Commissioner, Pct. 3

_____
Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas MBA PhD
Hays County Clerk

20210727KyleCenterStreetUPRRSidingAFA_resolutionCLEAN.docx

TxDOT:			Federal Highway Administration:	
CSJ #	0914-33-076		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106			
Project Name	Center Street Rail Siding Project		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Program (STBG) Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550, 115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Center Street Rail Siding Project, from Burleson Street to Kohlers Crossing, in Hays County, Texas. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Center Street (Kyle) Rail Siding Relocation from Kohlers Crossing to approximately 2,000 feet north of Burleson Street including track centers with power switches and bridges, in Hays County, Texas

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;
B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards. All railway engineering and design shall conform to the American Railway Engineering and Maintenance-of-Way Association (AREMA) policies and standards, including the 2020 Manual for Railway Engineering (MRE).

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%)

of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Hays Attn.: County Judge 111 E. San Antonio St., #300 San Marcos, Texas 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for

review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials

and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these*

requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:			Federal Highway Administration:	
CSJ #	0914-33-076		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106			
Project Name	Center Street Rail Siding Project		*AFA Not Used For Research & Development*	

Each party is signing this Agreement on the date stated under that party's signature.

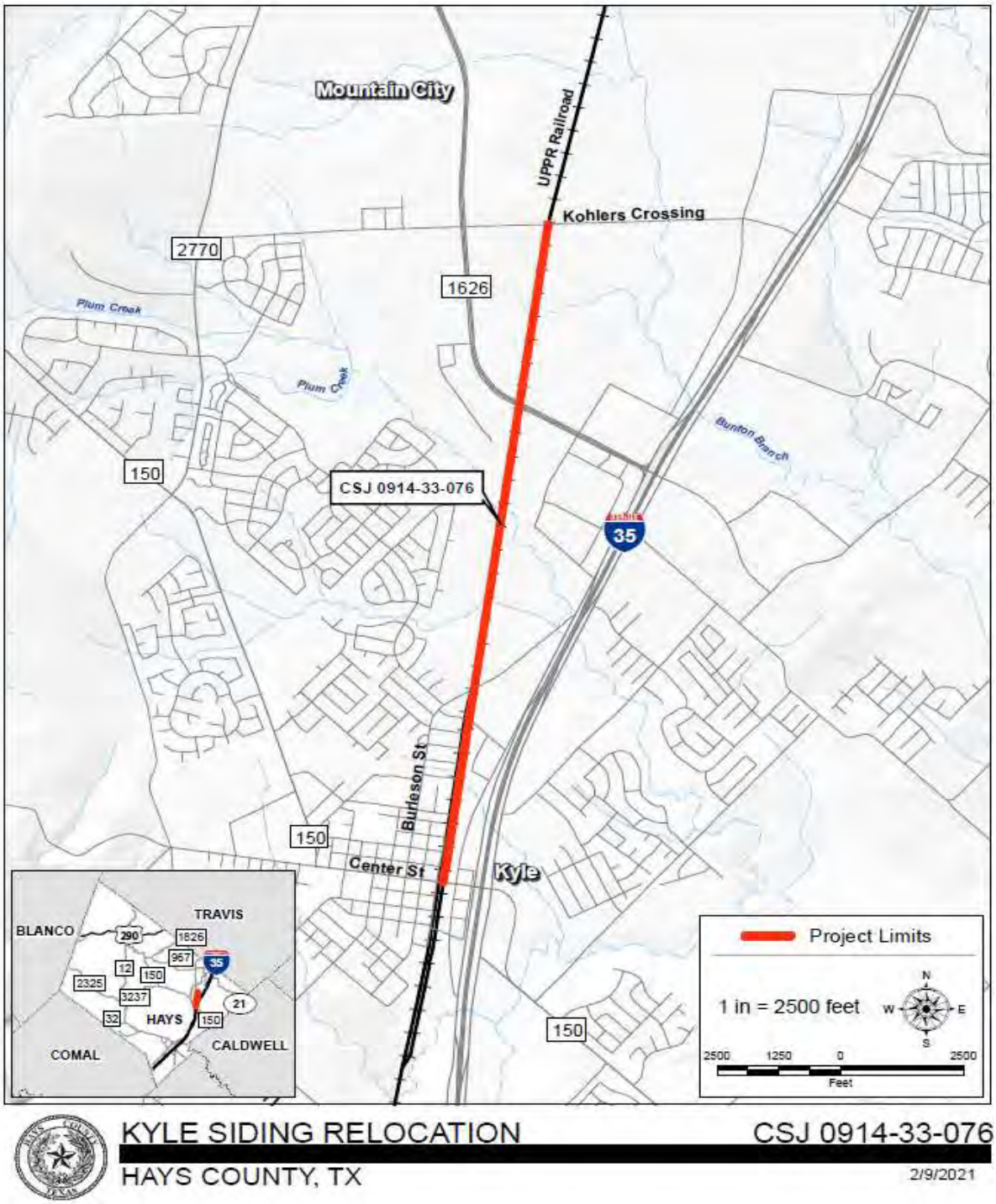
THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Ruben Becerra Typed or Printed Name
Director of Contract Services Typed or Printed Title	County Judge Typed or Printed Title
Date	Date

TxDOT:			Federal Highway Administration:	
CSJ #	0914-33-076		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106			
Project Name	Center Street Rail Siding Project		*AFA Not Used For Research & Development*	

ATTACHMENT A
RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

TxDOT:			Federal Highway Administration:	
CSJ #	0914-33-076		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106			
Project Name	Center Street Rail Siding Project		*AFA Not Used For Research & Development*	

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



TxDOT:			Federal Highway Administration:	
CSJ #	0914-33-076		CFDA No.	20.205
District #	14-AUS		CFDA Title	Highway Planning and Construction
Code Chart 64 #	50106			
Project Name	Center Street Rail Siding Project		*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT BUDGET

Costs for Category 7 will be allocated based on 100% Federal funding and 20% Local Government funding (in the form of **Transportation Development Credits**) until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$888,000	0%	$0	0%	$0	100%	$888,000
Environmental (by Local Government)	$300,000	0%	$0	0%	$0	100%	$300,000
ROW Cat.7 (by Local Government)	$2,014,105	100%	$2,014,105	0%	$0	**TDC**	402,821
Construction Cat.7 (by Local Government)	$13,194,929	100%	$13,194,929	0%	$0	**TDC**	3,399,437
Subtotal	$16,397,034		$15,209,034		$0		$1,188,000
Environmental Direct State Costs	$81,985	0%	$0	0%	$0	100%	$81,985
Right of Way Direct State Costs	$20,496	0%	$0	0%	$0	100%	$20,496
Engineering Direct State Costs	$122,978	0%	$0	0%	$0	100%	$122,978
Utility Direct State Costs	$20,496	0%	$0	0%	$0	100%	$20,496
Construction Direct State Costs	$81,985	0%	$0	0%	$0	100%	$81,985
Indirect State Costs (4.52%)	$741,146	0%	$0	100%	$741,146	0%	$0
TOTAL	$17,466,120		$15,209,034		$741,146		$1,515,940

Local Government is utilizing 3,802,258 Transportation Development Credits (TDC) in lieu of non-federal matching funds

Initial payment by the Local Government to the State: $245,955. Payment by the Local Government to the State before construction: $81,985. Total payment by the Local Government to the State: $327,940. This is an estimate. The final amount of Local Government participation will be based on actual costs.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to accept the Performance Bond #CMS0344771 for street and drainage improvements in the amount of $743,641.94 for 6 Creeks Phase 1 Section 8A Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the 6 Creeks Phase 1 Section 8A Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

RLI Insurance Company
PERFORMANCE BOND
BOND # CMS0344771
Premium:$2,789.00

KNOW ALL MEN BY THESE PRESENTS: That we, Taylor Morrison of Texas, Inc., as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas as Surety, are held and firmly bound unto Hays County, as Obligee, in the full and just penal sum of Seven Hundred Forty Three Thousand Six Hundred Forty One and 94/100 Dollars ($ 743,641.94), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above named Principal has entered into an agreement with said Obligee to:

6 Creeks Section 8A, Street and Drainage

NOW, THEREFORE, the condition of this obligaton is such, that if the above Principal shall well and truly perform said agreement during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 12th day of July, 2021

PRINCIPAL:

Taylor Morrison of Texas, Inc. (seal)

(Name & Title) VP

SURETY:

RLI Insurance Company

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Martha Barreras, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUL 12 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Martha Barreras,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____ (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2019 Version www.NotaryClasses.com 800.873.9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of July, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

04159300202I2

A0058D19

RLI Insurance Company
PERFORMANCE BOND
BOND # CMS0344771
Premium:$2,789.00

KNOW ALL MEN BY THESE PRESENTS: That we, Taylor Morrison of Texas, Inc., as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas as Surety, are held and firmly bound unto Hays County, as Obligee, in the full and just penal sum of Seven Hundred Forty Three Thousand Six Hundred Forty One and 94/100 Dollars ($ 743,641.94), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above named Principal has entered into an agreement with said Obligee to:

6 Creeks Section 8A, Street and Drainage

NOW, THEREFORE, the condition of this obligaton is such, that if the above Principal shall well and truly perform said agreement during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Irvine, CA, this 12th day of July, 2021

PRINCIPAL:

Taylor Morrison of Texas, Inc. (seal)

(Name & Title) VP

SURETY:

RLI Insurance Company

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Martha Barreras, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUL 12 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Martha Barreras,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____ (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2019 Version www.NotaryClasses.com 800.873.9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of July, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to pay HCISD for repairs to their irrigation system at Chapa Elementary School which were caused by the Dacy Reconstruction Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	NTE $1000

LINE ITEM NUMBER

020-710-00.5600

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	INGALSBE	N/A

SUMMARY

The Dacy contractor damaged the sprinkler system which was not shown on the plans. The School wants to make the repairs themselves.

Budget Amendment:
Decrease Road Materials 020-710-00.5351
Increase Project Contributions 020-710-00.5600

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to award contract for IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix to Asphalt Inc. dba Lone Star Paving.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

Purchasing received three bids pursuant to IFB 2021-B11 Road Improvements: Remove and Replace Hot Mix. It is the staff's recommendation to award the contract to Asphalt Inc. dba Lone Star Paving.

Asphalt Inc. dba Lone Star Paving $544,200.00
Clark Construction Co. Inc. $911,400.00
Hunter Industries Ltd. $557,400.00

Attached:
IFB 2021-B11 Bid Tab
IFB 2021-B11 Asphalt Inc. dba Lone Star Paving Contract

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix	Date Issued: June 17, 2021

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:00 p.m. local time July 1, 2021.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on June 30, 2021.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.
MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Asphalt Inc, LLC dba Lone Star Paving	Name:	Andrew Warner
Mailing Address:	11675 Jollyville Rd Ste # 150 Austin, TX 78759	Title:	Estimator
		Email Address:	awarner@lspaving.com
		Phone No.:	512-906-5864
Signature:		Date:	7-1-2021
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Alex Flores, alex@lopaving.com, 214-926-9104		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
	Full project per Solicitation	$544,200.00
Vendor: Lone Star Paving		Term of Contract: July 2021 - Sept. 17, 2021
This contract issued pursuant to award made by Commissioners Court on:	Date: July 27, 2021	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

Hays County Judge — Date

Hays County Clerk — Date

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix	Date Issued: June 17, 2021

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
1:00 p.m. local time July 1, 2021.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on June 30, 2021.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Asphalt Inc, LLC dba Lone Star Paving	Name:	Andrew Warner
Mailing Address:	11675 Jollyville Rd Ste # 150 Austin, TX 78759	Title:	Estimator
		Email Address:	awarner@lspaving.com
		Phone No.:	512-906-5864
Signature:		Date:	7-1-2021
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Alex Flores, alex@lspaving.com, 214-926-9104		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

Hays County Judge	Date
Hays County Clerk	Date

CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:
(Name, legal status and address)
Asphalt Inc, LLC dba Lone Star Paving Company
11675 Jollyville Rd., Suite 150
Austin, TX 78759

SURETY: Continental Casualty Company: Illinois Corporation
(Name, legal status and principal place of business)
151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Hays County Purchasing
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

BOND AMOUNT: Five Percent of Greatest Amount Bid (5% of G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix
Belterra Subdivision TX; IFB 2021-B11

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of July, 2021.

(Witness)

Asphalt Inc, LLC dba Lone Star Paving Company
(Principal) *(Seal)*

(Title)

(Witness) Angie Astren

Continental Casualty Company
(Surety) *(Seal)*

(Title) Brent M. Blonigan, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Printed in cooperation with the American Institute of Architects (AIA).
The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Individually

of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of June, 2020.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 1st day of July, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. N/A.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

Form F6944-6-2018

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Attachment A: IFB 2021-B11 BID FORM
ROAD IMPROVEMENTS: REMOVE & REPLACE HOT MIX

All Projects are TXDOT Special Specification 3076 Type B and Type D Hot Mix.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total per square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site. Estimated square yardage shown are for bid purposes only.

Per Square Yard Bid includes Milling 5" Depth, Replacing 3" Type B Mix and 2" Type D Mix

Subdivision	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Belterra	$ 45.35	12,000	$ 544,200.00

Total Bid	$ 544,200.00

Total Amount of entire bid: $ 544,200.00

Total amount of entire bid (written out):
Five Hundred Forty Four Thousand Two Hundred Dollars no Cents

*Award will be based on qualifications and total per square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yard completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site. Estimated square yardage shown are for bid purposes only.

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.

(Signature of person authorized to sign bid)

Andrew Warner – Estimator – 7/6/21

(Printed name and title of signer) (Date)

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

July 6, 2021

ADDENDUM #2
IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix

Please find attached Addendum #1 to **IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix.** All questions were answered by Hays County.

Question & Answers

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Andrew Warner
Signature

Lone Star Paving — 7/6/21
Company Name — Date

ADDENDUM #2
IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix

Questions & Answers

1. We saw the above project posting and are asking for clarification regarding the prebid location. Also, I wanted to bring to your attention that the project documents list two different pre-bid dates: July 23rd and June 23rd.
    - *An addendum was posted today with the information, June 23, 2021*

2. Just wondering, there is a pre-bid shown on Thursday, July 23, 2020 at 1:30 PM (CT)
   Do you happen to know where this will be held?
    - *See question 1*

3. If we are required to go further down than what is laid out in the proposal, would we be compensated?
    - *Yes, anything that does not fall within the scope of work of the project would fall under a contract change order and would need to be approved prior to work commencing.*

4. Where can equipment be parked?
    - *There should be some areas along Sawyer Ranch Road, as well as parking areas on Belterra if all the proper signage and barricades are placed for the location.*

5. What are the work hours?
    - *This will need to be confirmed with HOA, but typically done by 5:00 PM, but there might be a possibility to work later than 5:00 PM, but not after sundown. There is a school nearby and you need to be cautious of drop off and afternoon release times.*

6. Will a striping item be added?
    - *Hays County will handle the striping, tabs need to be placed down per the solicitation's scope of work.*

7. When do you anticipate contract award?
    - *July 27, 2021, project must be completed by September 17, 2021*

8. Who will perform the inspections?
    - *Hays County*

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

June 23, 2021

ADDENDUM #1
IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix

Please find attached Addendum #1 to **IFB 2021-B11 Road Improvements: Remove & Replace Hot Mix.**

Extended Bid Deadline:

- Current Due Date: Thursday, July 1, 2021 @ 1:00 PM (CST)
- Updated Deadline: Thursday, July 8, 2021 @ 1:00 PM (CST)

Pre-Bid Meeting – Updated Time & Location:

- Current Pre-Bid Date & Time: Wednesday, June 23, 2021 @ 1:30 PM (CST)
- Updated Pre-Bid Date & Location: Thursday, June 24, 2021 @ 1:00 PM (CST)
- Pre-bid meeting link: Click here to join the meeting

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Lone Star Paving — 6/30/21

Company Name — Date

V. Vendor Reference Form

– See ~~Attached~~ as follows:
– Relevant Exp –

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

LONE STAR PAVING

Relevant Experience

1. Project Name: City of Lakeway – Lakeway Blvd Imp
   Location: Lakeway, Tx
   Contact: Dale Delong – Public Works Director – 512-608-9000 – DaleDelong@lakeway-tx.gov
   Engineer: City of Lakeway
   Contract Amount: $957404.31
   Date Completed: 11/15
   Scope: Asphalt Repairs, Asphalt Overlay, Crack Fill

2. Project Name: City of San Marcos – HMAC IDIQ 2019
   Location: San Marcos, Tx
   Contact: Jesse Shroyer – 512-999-4719
   Engineer: City of San Marcos
   Contract Amount: $863,750.15
   Date Completed: 9/19
   Scope: Asphalt Repairs, Asphalt Overlay, Crack Fill, Striping

3. Project Name: City of Bee Caves Street Imp
   Location: Bee Caves, Tx
   Contact: Kevin Sawtelle - ksawtelle@beecavetexas.gov – 512-767-6615
   Contract Amount: $1,835,631.65
   Date Completed: 11/2019
   Scope: Mill & Pave

Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

February 19, 2021

LONE STAR PAVING COMPANY
PO BOX 200608
AUSTIN, TX. 78720

RE: TxDOT Vendor Number 16265

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on Projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2021.

Your bidding capacity has been set at $578,410,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Asphalt Inc.

2 Business name/disregarded entity name, if different from above
Lone Star Paving

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See Instructions.
P.O. Box 200608

Requester's name and address (optional)

6 City, state, and ZIP code
Austin, TX 78720

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
4 7 – 2 2 4 8 7 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Mindy Duncan Date ▶ 3/17/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Asphalt Inc. LLC, dba Lone Star Paving

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 N/A

Signature of vendor doing business with the governmental entity

6/22/21

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: Andrew Warner / Estimator

COMPANY NAME: Lone Star Paving

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

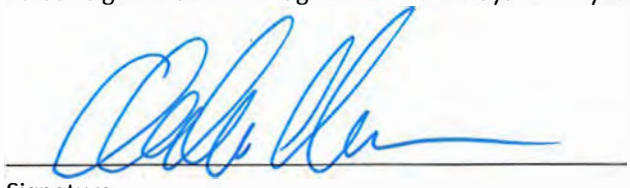
a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:



Signature

6-22-21

Date

X. Hays County House Bill 89 Verification

I, Andrew Warner (Person name), the undersigned representative of Lone Star Paving (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

6/22/21
Date

On this 22 day of June, 2021, personally appeared Andrew Warner, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

June 22, 2021
Date

LAURIE ABBO WHEELER
Notary Public, State of Texas
Comm. Expires 09-30-2024
Notary ID 132703136

XI. Hays County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Asphalt Inc. LLC, dba Lone Star Paving

Company Name

Tax ID - 47-2248769

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Asphalt Inc LLC, dba Lone Star Paving
Name of Firm

Signature of Certifying Official

Estimator
Title of Certifying Official

Andrew Warner
Printed Name of Certifying Official

6/22/21
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by Andrew Warner on this the day of 6/22, 2021, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: 9/30/2024

LAURIE ABBO WHEELER
Notary Public, State of Texas
Comm. Expires 09-30-2024
Notary ID 132703136

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   ____ Does not own taxable property in Hays County, or;

   ✓ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Asphalt Inc. LLC, dba Lone Star Paving
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Andrew Warner
Printed Name

Estimator
Title

awarner@lspaving.com
Email Address

512-906-5864
Phone

XIV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above[1] (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee N/A

Employee Name Title

Section B: Former Hays County Employee N/A

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee N/A

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships ✓

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

No known Relationships Exist

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Asphalt Inc. LLC, dba Lone Star Paving
Name of Vendor

Signature of Certifying Official — Estimator
Title of Certifying Official

Andrew Warner
Printed Name of Certifying Official

6/22/21
Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to award the contract for IFB 2021-B06 RM 3237 Roundabout to Cox Commercial Construction.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding	SHELL	N/A

SUMMARY

Purchasing received six bids pursuant to IFB 2021-B06 RM 3237 Roundabout. It is the staff's recommendation to award the contract to Cox Commercial Construction.

Aaron Concrete Contractors $2,132,570.40
Cox Commercial Construction $1,654,710.80
Diamond X Contracting, Inc. $1,825,334.90
Jordan Foster Construction $2,260,000.00
Lone Star Sitework, LLC. $1,879,959.90
Myers Concrete Construction LP $2,236,095.97

Attached: IFB 2021-B06 Bid Tab
IFB 2021-B06 Cox Commercial Construction Contract

STANDARD FORM OF CONTRACT
Hays County, Texas

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called "County") and **Cox Commercial Construction** (hereinafter called Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project is generally described as follows:

Project No. **IFB 2021-B06 – RM 3237 Roundabout**
(Project Name)

Article 2. Engineer of Record

The Project has been designed by **AMERICAN STRUCTUREPOINT, INC.** who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **210 Calendar Days** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completions of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.1 below (the "Contract Price")

4.1 For all Unit price Work, an amount equal to the sum of the established unit price for each separately identified item of the Unit Price Work times the estimated quantity if that item as indicated in the Bid Form Schedule of Rates and Prices. And as totaled below:

TOTAL OF ALL UNIT PRICES: **$1,654,710.80**
One Million Six Hundred Fifty-Four Thousand Seven Hundred Ten Dollars and Eighty Cents

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness if information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing to

conduct business in the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of the Contractor has been duly authorizes to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or bylaws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court of governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of the Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents", which comprise the entire agreement between Hays County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addendum numbers 1 to 1, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this contract which are defined in the Standard Specifications will have the meanings included in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention if the stricken position.

7.5 Each Party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connections with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction ae not applicable and there will be no presumption that any ambiguities will be resolves against the drafting party in the interpretation of this Contract.

7.9 Each party to the Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the Extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force

or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed, or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and Contract Documents represent the entire and integrates agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIES, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20_____ (which is the "Effective Date" of the Contract)

COUNTY_____ CONTRACTOR CDX COMMERCIAL CONSTRUCTION

By:_____ By:_____

Printed Name: Rueben Becerra, Printed Name: DARREN OKRUHLIK

Title: Hays County Judge Title: SR. VP

(CORPORATE SEAL)

Attest:_____ Attest:_____

Dr. Elaine H. Cardenas, County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

PLN-1549-PC; Call for a Public Hearing on August 10th, 2021 to discuss approval of the final plat of the Pico Ranch 1, Tract 1R and Tract 3, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

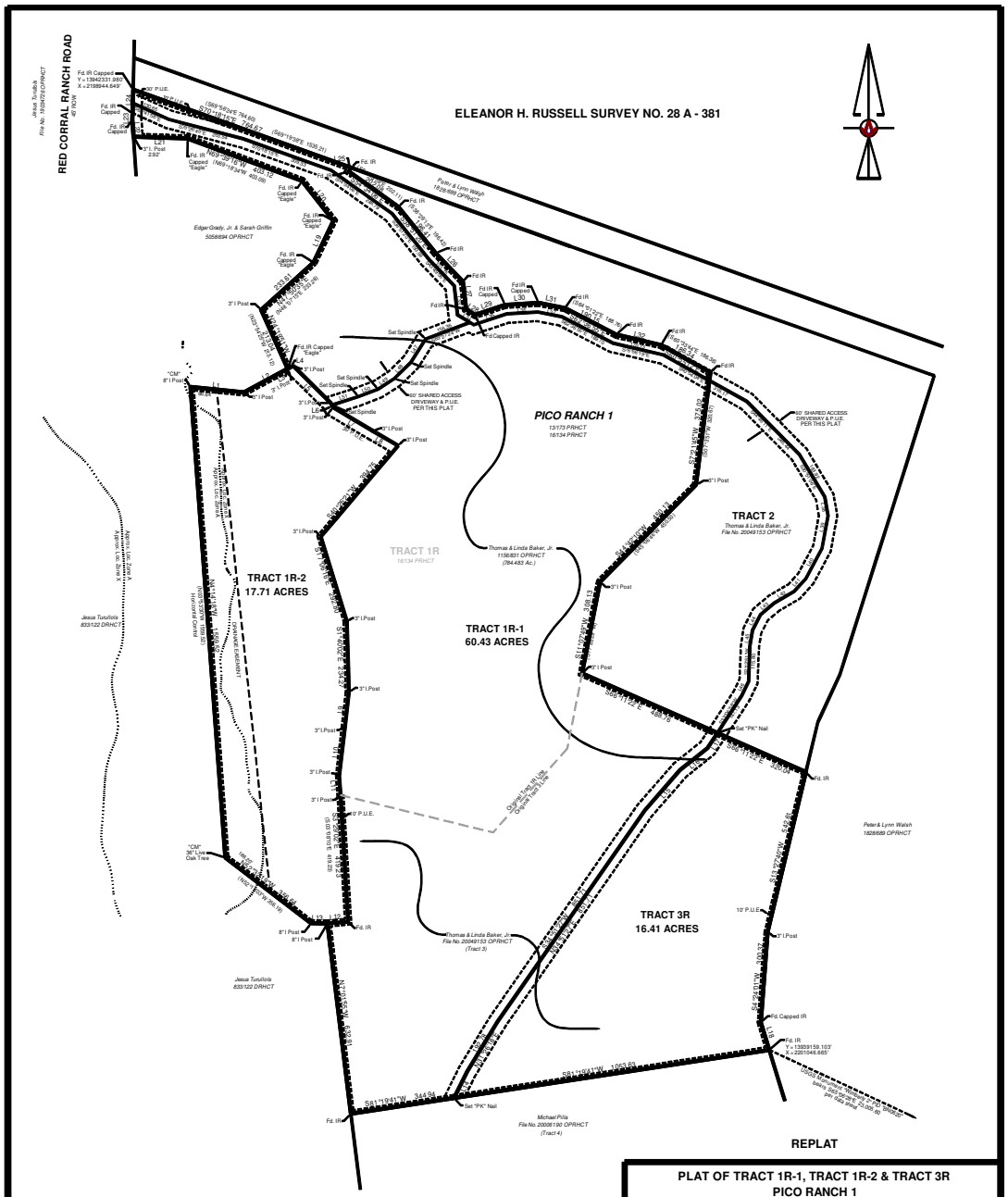
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Pico Ranch 1 is a recorded subdivision located off of Red Corral Ranch Rd in Precinct 3.

The proposed replat will establish three (3) lots or tracts: Tract 1R-1, Tract 1R-2, and Tract 3R across 94.55 acres. Water service will be provided by individual wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.


RED CORRAL RANCH ROAD
ELEANOR H. RUSSELL SURVEY NO. 28 A - 381
PICO RANCH 1
13/173 PRHCT
16/134 PRHCT
TRACT 1R
16/134 PRHCT
TRACT 1R-2
17.71 ACRES
TRACT 1R-1
60.43 ACRES
TRACT 2
Thomas & Linda Baker, Jr.
File No. 20049153 OPRHCT
TRACT 3R
16.41 ACRES
60' SHARED ACCESS DRIVEWAY & P.U.E. PER THIS PLAT
10' P.U.E.
Thomas & Linda Baker, Jr
1556/831 OPRHCT
(784.483 Ac.)
Jesus Tutuliols
833/122 DRHCT
Edgar Grady, Jr. & Sarah Griffin
555869/4 OPRHCT
Kathy & Lynn Walsh
1828/689 OPRHCT
Peter & Lynn Walsh
1828/689 OPRHCT
Michael Pitla
File No. 20006190 OPRHCT
(Tract 4)
Thomas & Linda Baker, Jr
File No.20049153 OPRHCT
(Tract 3)
Anne Tutuliols
File No. 19980/OPRHCT
45' ROW
Approx. Ctr. Line
Horizontal Control
Original Tract 1R Line
Original Tract 3 Line
Set "PK" Nail
Fd. IR
Fd. IR Capped
Fd Capped IR
Set Spindle
3" I Post
4" I Post
8" I Post
"CM" 8" I Post
"CM" 36" Live Oak Tree
Fd. IR Capped "Eagle"
Fd IR Capped L30
Fd IR Capped L31
Fd IR Capped L32
Fd IR Capped L33
Fd IR Capped L34
Fd IR Capped L35
Fd IR Capped L36
Fd IR Capped L37
Fd IR Capped L38
Fd IR Capped L39
Fd IR Capped

LINE	DISTANCE	BEARING	
L1	177.36	S84°17'51"E	(S84°13'33"E 177.36)
L2	164.53	N61°32'16"E	(N61°58'23"E 164.44)
L3	1.08	S19°18'55"E	
L4	20.59	N60°22'47"E	
L5	174.01	S45°20'58"E	
L6	16.55	S28°52'44"E	
L7	153.30	S59°14'28"E	
L8	96.29	S59°48'49"E	
L9	114.28	S6°27'52"W	
L10	161.74	S6°46'38"W	
L11	66.16	S3°45'19"E	
L12	68.57	S84°42'08"W	(S85°07'40"W 68.57)
L13	54.26	N89°03'18"W	(S88°07'46"W 54.33)
L14	97.29	N26°19'08"E	
L15	177.25	N41°11'20"E	
L16	115.33	N51°27'28"E	
L17	59.80	N33°06'33"E	
L18	94.92	S17°12'30"E	
L19	152.86	N25°28'40"E	(N26°04'55"E 152.58)
L20	167.66	N38°17'56"W	(N37°55'35"W 167.95)
L21	178.70	N88°08'29"W	(N87°47'46"W 178.70)
L22	58.19	N4°03'57"W	(N03°41'58"W 58.42)
L23	19.91	N0°58'44"E	(N01°00'55"E 19.89)
L24	77.40	N1°57'31"E	(N02°21'22"E 77.45)
L25	14.90	S34°59'11"W	(S35°01'16"W 14.90)
L26	130.61	S43°49'56"E	(S43°29'08"E 130.54)
L27	92.43	S6°24'06"E	(S06°04'55"E 92.45)
L28	34.43	S58°48'05"E	(S58°34'36"E 34.35)
L29	104.80	N71°39'56"E	(N72°08'04"E 104.71)
L30	110.92	N86°29'55"E	(N86°48'23"E 110.91)
L31	88.98	S78°37'47"E	(S78°17'32"E 88.91)
L32	152.86	S76°56'19"E	(S74°22'06"E 152.96)
L33	97.03	S6°24'06"E	
L34	63.04	S58°48'05"E	
L35	114.73	N71°39'56"E	
L36	103.10	N86°29'55"E	
L37	80.85	S78°37'47"E	
L38	62.75	S9°56'36"E	
L39	110.57	S10°27'37"W	
L40	112.83	S28°19'02"W	
L41	57.53	S42°07'49"W	
L42	76.27	S59°40'46"W	
L43	58.88	S50°11'17"W	
L44	58.27	S26°56'10"W	
L45	53.67	S9°10'11"W	
L46	52.78	S25°32'50"W	
L47	92.52	S32°23'22"W	
L48	76.11	S45°34'44"W	
L49	63.77	S57°31'09"W	
L50	69.16	S68°47'46"W	
L51	91.86	S72°25'23"W	

Number of tracts: 3
TRACT 1R-1 = 60.43 Acres
TRACT 1R-2 = 17.71 Acres
TRACT 3R = 16.41 Acres
Category: 3 Tracts - 10 Acres or larger

There is hereby dedicated a 30' utility easement along the front of all lots and a 10' utility easement along the side of all lots. If the same person owns two or more adjacent lots,then the 10' utility easement will only affect the outer boundaries of said lot.

Water provided by: Onsite water well
Sewer provided by: Onsite septic system
Electric provided by: Pedernales Electric Coop

These lots are limited to Single Family Residences and no TCEQ regulated businesses.

STATE OF TEXAS }
}
HAYS COUNTY }

CERTIFICATE OF RECORDING

I, Elaine H. Cardenas, County Clerk of Hays County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 20__ . at _____o'clock __m in the Plat Records, Hays County, Texas in Instrument Number _____.

WITNESS my hand and seal of office this the _____ day of _____A.D. 20__ .

Elaine H. Cardenas
County Clerk, Hays County, Texas

STATE OF TEXAS }
}
HAYS COUNTY }

CERTIFICATE OF COUNTY APPROVAL

I, Elaine H. Cardenas, County Clerk of Hays County, Texas do hereby certify that on the _____ day of _____A.D. 20__, the Commissioners Court of Hays County, Texas passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said Court.
Instrument Number _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 20__.

Ruben Becerra
County Judge, Hays County, Texas

Elaine H. Cardenas
County Clerk, Hays County, Texas

NOTE:
In approving this plat by the Commissioners Court of Hays County, Texas it is understood that all roads shown hereon are private roads and shall remain the property of the Subdivision and/or subsequent owners of the property. The construction, repair and maintenance of these roads and any associated drainage improvements will be the responsibility of the Subdivider and/or subsequent owners of the subdivision and will not be the responsibility of Hays County.

STATE OF TEXAS }
}
HAYS COUNTY }

CERTIFICATION OF HAYS COUNTY DEVELOPMENT SERVICES

Sewage Disposal/Individual Water Supply Certification, to wit:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Servies.
No construction or development within the subdivision my begin until all Hays County Development permit requirements have been met.

Eric Van Gaasbeek, R.S., C. F. M. Date
Hays County Floodplain Adminstrator

Marcus Pacheco Date
Director, Hays County Development Services

According to the 2015 Countywide Floodplain Study for Hays County, a portion of this tract lies in Zone A "No base flood elevations determined".

This property lies in the Blanco Independent School District.

This property does not lie in the ETJ of any city of municipality.

This property lies within the Hays County Emergency Service Districts 1 & 6

This property lies within the Hays Trinity Groundwater Conservation District

This property, as depicted, lies in the Edwards Aquifer Constributing Zone

"Under Department Regulations, this Subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat"

DRIVEWAY PERMIT NOTE:

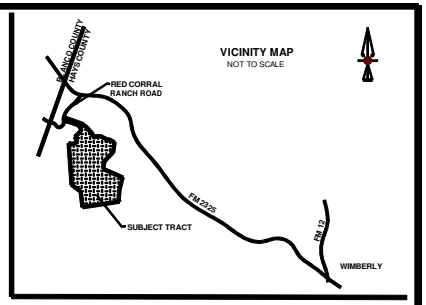
"In order to promote safe use of roadways and perserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted to access onto a public roadway unless (a) a permit for use of the County Roadway right-of-way has been issued under Chapter 751, and, (b) the driveway satifies the minimum spacing requirement set forth in chapter 721 of the Hays County Development Regulations."

CULVERT NOTE:

"All culverts, when required, shall comply with the current Hays County Standard, per Hays County Development Regulations, Chapter 705, Subchapter 8.03."

MAILBOX NOTE:

"All mailboxes located in the right-of-way shall be of an approved TxDot or FHWA approved design, per Hays County Development Regulations, Chapter 721, Subchapter 2.01."



STATE OF TEXAS }
}
HAYS COUNTY }

OWNER'S ACKNOWLEDGEMENT & DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas B. Baker, Jr. & Linda Rae Baker, owners of 784.483 acres of land out of the Eleanor H. Russell Survey A-28, Hays County, Texas as conveyed to us by deed dated June 26, 1995, recorded in Volume 1156, Page 831-836, Official Public Records, Hays County, Texas and conveyed to us by deed dated October 28, 2020, recorded in File No. 20049153, Official Public Records, Hays County, Texas do hereby subdivide 94.55 acres being all of TRACT 1R PICO RANCH 1 AND TRACT 3 PICO RANCH 1, to be known as TRACT 1R-1, TRACT 1R-2 AND TRACT 3R PICO RANCH 1, Hays, County, Texas, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the future land owners the use and benefit of the easements shown hereon.

WITNESS OUR HAND, this the _____ day of _____, A.D. 20__.

Thomas B. Baker, Jr
1111 Red Corral Ranch Road
Wimberley, Texas 78676
Date _____

Linda Rae Baker
1111 Red Corral Ranch Road
Wimberley, Texas 78676
Date _____

BEFORE ME, the undersigned authority, on this day personally appeared Thomas B Baker, Jr. & Linda Rae Baker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 20__.

Notary Public, State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Michael Pilla, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 20__.

Notary Public, State of Texas

STATE OF TEXAS }
}
HAYS COUNTY }

CERTIFICATE OF SURVEYOR

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Patrick L. Walters
Registered Professional Land Surveyor
No. 4614

REPLAT

PLAT OF TRACT 1R-1, TRACT 1R-2 & TRACT 3R PICO RANCH 1

BEING ALL OF TRACT 1R & TRACT 3 PICO RANCH 1

SCALE 1" = 200'	WALTERS LAND SURVEYING COMPANY, LLC	DRAWN BY C. L. W.
PLAT NO. 12-23-2020	REGISTERED PROFESSIONAL LAND SURVEYORS 105 North Mason Street BOWIE, TEXAS	JOB NO. 1473-3531

ELEANOR H. RUSSELL SURVEY NO. 28 A - 381
HAYS COUNTY - TEXAS

REVISED 03-21-2021
SURVEY DATE 07-23-2020 FB EF 24
FIRM NO. 101306-00
OFFICE PHONE (940) 872-4718

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

PLN-1706-PC; Call for a Public Hearing on August 10th, 2021 to discuss possible action regarding the Douglas Estates Subdivision, Lot D-38, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SMITH	N/A

SUMMARY

Douglas Estates is a recorded subdivision located off Harmon Hills Road in Precinct 4.

The proposed replat will establish three (3) lots: D-38-R1, D-38-R2, and D-38-R3 across 10.4 acres of land. Water utility will be achieved by individual wells and rainwater collection. Wastewater treatment will be accomplished by individual on-site sewage facilities.

REPLAT ESTABLISHING LOTS D-38-R1, D-38-R2 AND D-38-R3 OF THE DOUGLAS ESTATES SUBDIVISION

BEING ALL OF LOT D-38, DOUGLAS ESTATES. RECORDED IN VOLUME 1, PAGES 282-287, PLAT RECORDS, HAYS COUNTY, TEXAS

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 3
AVERAGE LOT SIZE = 3.5
0 LOTS LARGER THAN 10.0 ACRES
0 LOT LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
3 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE

UTILITIES

ELECTRIC - PEDERNALES ELECTRIC COOP.
TELEPHONE - UNKNOWN
WATER - INDIVIDUAL PRIVATE WATER WELLS AND/OR RAINWATER COLLECTION SYSTEM
SEWER - INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT

"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS."

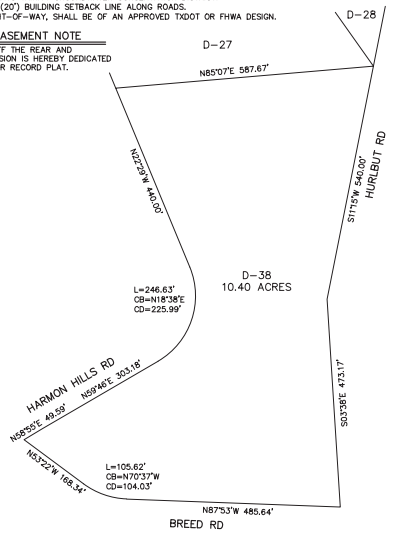
ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

GENERAL SURVEY NOTES

1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, ENCUMBRANCES AND ZONING OR LAND USE REGULATIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
3) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
4) IMPROVEMENTS NOT SHOWN HEREON NOR WERE LOCATED BY THIS SURVEY.
5) THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
6) THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
7) THIS SUBDIVISION DOES NOT LIE WITHIN THE DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.
8) THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT 1 AND 6.
9) UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT.
10) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS MAP NO. 48209C0101F, REVISED DATE SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X", AREAS OUTSIDE THE DESIGNATED 100-YEAR FLOODPLAIN.
11) THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
12) HAYS COUNTY REQUIRES A TWENTY (20') BUILDING SETBACK LINE ALONG ROADS.
13) MAILBOXES PLACED WITHIN THE RIGHT-OF-WAY, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.

PUBLIC UTILITY & DRAINAGE EASEMENT NOTE

A STRIP OF LAND FIVE (5') IN WIDTH OFF THE REAR AND SIDELINES OF ALL LOTS IN THIS SUBDIVISION IS HEREBY DEDICATED FOR PUBLIC UTILITIES AND DRAINAGE PER RECORD PLAT.



EXISTING CONFIGURATION
1" = 200'

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT I, BRADLEY L. KIMMELL, OWNER OF LOT D-38, DOUGLAS ESTATES RECORDED IN VOLUME 1, PAGES 281-287, PLAT RECORDS, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED JANUARY 6, 1999, AND RECORDED IN HAYS COUNTY VOLUME 1493, PAGE 745, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS LOTS D-38-R1, D-38-R2 AND D-38-R3 OF THE DOUGLAS ESTATES SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

BRADLEY L. KIMMELL
301 HURLBUT RD.
DRIPPING SPRINGS, TEXAS 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRADLEY L. KIMMELL, KNOWN TO ME TO BE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

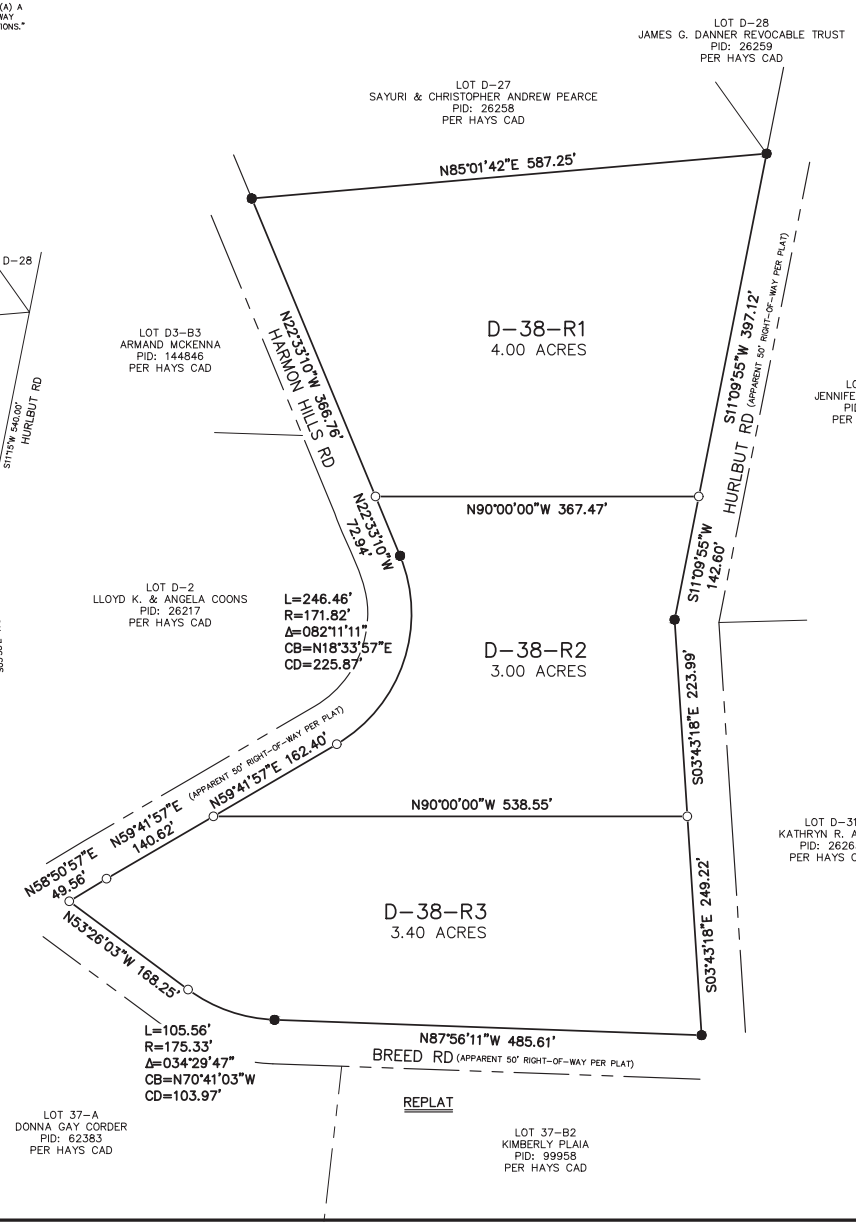
GIVEN UNDER MY HAND AND SEAL OF OFFICE OF, THIS THE _____ DAY OF _____, A.D., 20___

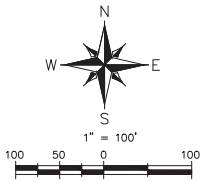
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

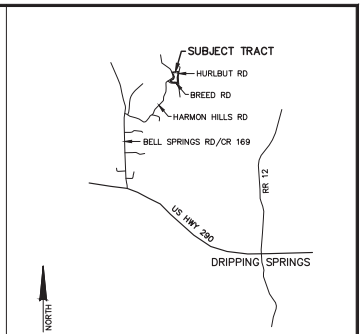
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE.
05/20/2021

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.P.L.S. NO. 6344







LOCATION MAP

LEGEND

○ SET 1/2" IRON ROD W/ A YELLOW "WCR" PLASTIC CAP
● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D. 20_____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGE AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEEK, R.S., C.F.M. — DATE
INTERIM HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO, DIRECTOR OF DEVELOPMENT SERVICES — DATE
HAYS COUNTY DEVELOPMENT SERVICES

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FORGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, AT _____ O'CLOCK ____M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

WCR LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
512-618-7672 RPLS6344@GMAIL.COM
TBPE&LS FIRM #10194135

JOB NO.:	1416-21
DRAWN BY:	CJJ
CHECKED BY:	CJJ
SHEET:	1 OF 1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to adopt an Order of the Commissioners Court of Hays County, Texas Accepting and Approving the 2021 Annual Service Plan Update to the Service and Assessment Plan, Including an Updated Major Improvement Area Assessment Roll, Neighborhood Improvement Area #1 Assessment Roll and Neighborhood Improvement Area #2 Assessment Roll for the La Cima Public Improvement District; Making and Adopting Findings; and Providing a Cumulative Repealer Clause; and Providing an Effective Date.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The La Cima Public Improvement District was approved on September 23, 2014 in accordance with the PID Act to finance certain public improvement projects for the benefit of certain property within the PID. The service and assessment plan (SAP) must be reviewed and updated annually by the Commissioners Court for the purpose of determining the annual budget for the Public Improvements. This 2021 Annual Service Plan Update also updates the Assessment Roll for 2021.

ORDER NO. _____

AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING THE 2021 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING UPDATED MAJOR IMPROVEMENT AREA ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

RECITALS

WHEREAS, after due notice as required by Chapter 372, Texas Local Government Code, as amended (the "PID Act"), and the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the Commissioners Court (the "Commissioners Court") of Hays County, Texas (the "County") held a public hearing on September 2, 2014 and continued on September 23, 2014 on the advisability of the public improvements and services described in the petition as required by Section 372.009 of PID Act, and on September 23, 2014 made the findings required by Section 372.009(b) of the PID Act and, by resolution (the "Authorization Resolution") adopted by a majority of the members of the Commissioners Court, authorized and created the "La Cima Public Improvement District" (the "District") in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on September 28, 2014, the County published the Authorization Resolution as required by law; and

WHEREAS, no objection was made by the City of San Marcos, Texas to the creation of the District within 30 days of the County's action approving the Authorization Resolution; and

WHEREAS, pursuant to the PID Act, the Commissioners Court published notice and convened a public hearing on July 14, 2015 and then recessed and continued the hearing to July 21, 2015, regarding the levy of special assessments against benefitted property located in the District (the "Major Improvement Area Assessments"); and

WHEREAS, on July 21, 2015, the Commissioners Court, after notice and public hearing, as required by the PID Act and the Open Meetings Act, adopted an order accepting and approving a service and assessment plan for the District (as amended and updated from time to time, the "Initial Service and Assessment Plan"), approving the assessment roll attached thereto (the "Major Improvement Area Assessment Roll") and levying Major Improvement Area Assessments on the Assessed Property within the District; and

WHEREAS, pursuant to the PID Act, the Commissioners Court published notice and convened a public hearing on March 20, 2018, regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #1 of the District (the "Neighborhood Improvement Area #1 Assessments"); and

WHEREAS, on March 20, 2018, the Commissioners Court, after notice and public hearing, as required by the PID Act and the Open Meetings Act, adopted an order accepting and approving a Service and Assessment Plan Update for Neighborhood Improvement Area #1, approving the assessment roll attached thereto (the "Neighborhood Improvement Area #1 Assessment Roll") and levying Neighborhood Improvement Area #1 Assessments on the Assessed Property within Neighborhood Improvement Area #1 of the District; and

WHEREAS, pursuant to the PID Act, the Commissioners Court published notice and convened a public hearing on February 25, 2020, regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #2 of the District (the "Neighborhood Improvement Area #2 Assessments," and, together with the Major Improvement Area Assessments and the Neighborhood Improvement Area #1 Assessments, the "Special Assessments"); and

WHEREAS, on February 25, 2020, the Commissioners Court, after notice and public hearing, as required by the PID Act and the Open Meetings Act, adopted an order accepting and approving a Service and Assessment Plan Update for Neighborhood Improvement Area #2, approving the assessment roll attached thereto (the "Neighborhood Improvement Area #2 Assessment Roll" and, together with the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll, the "Assessment Rolls") and levying Neighborhood Improvement Area #2 Assessments on the Assessed Property within Neighborhood Improvement Area #2 of the District; and

WHEREAS, in connection with the County's issuance of its "Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project)", on October 20, 2020, the Commissioners Court adopted an order accepting and approving the 2020 Amended and Restated Service and Assessment Plan for the District (as amended and updated from time to time, the "Service and Assessment Plan"), which amended and restated the Initial Service and Assessment Plan in its entirety, and updating the Assessment Rolls for the District;

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the Commissioners Court is required to at least annually update the Service and Assessment Plan, including the Assessment Rolls (each, an "Annual Service Plan Update"); and

WHEREAS, the County has selected a third-party administrator (the "Administrator") to assist the County in the management and administration of public improvement districts, including preparation of Annual Service Plan Updates; and

WHEREAS, pursuant to the PID Act and to the terms of the Service and Assessment Plan, the Commissioners Court now wishes to adopt an order accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2021, including updates to the Assessment Rolls, in the form attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

SECTION 1. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings. The findings and determinations set forth in the recitals above are incorporated in this Order for all purposes as if the same were restated in full in this Section and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan. The "La Cima Public Improvement District 2021 Annual Service Plan Update" (the "2021 Annual Service Plan Update"), attached hereto as Exhibit A, is hereby accepted and approved pursuant to the PID Act.

SECTION 4. Amendments to Initial Service and Assessment Plan. The Assessment Rolls, attached as Exhibit A-1, Exhibit A-2, and Exhibit A-3 to the 2021 Annual Service Plan Update, are hereby accepted and approved pursuant to the PID Act. The Administrator is hereby authorized to deliver the Assessment Rolls to the Hays County Tax Assessor-Collector for the billing and collection of the Special Assessments.

SECTION 5. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 7. Cumulative Repealer. This Order shall be cumulative of all other Orders and shall not repeal any of the provisions of such Orders except for those instances where there are direct conflicts with the provisions of this Order. Orders or parts thereof in force at the time this Order shall take effect and that are inconsistent with this Order are hereby repealed to the extent that they are inconsistent with this Order. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Order on the date of adoption of this Order shall continue to be governed by the provisions of that Order and for that purpose the Order shall remain in full force and effect.

SECTION 8. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 9. Effective Date. This Order shall take effect, and the provisions and terms of the 2021 Annual Service Plan Update shall be and become effective upon passage and execution hereof.

[Execution page follows.]

ADOPTED, PASSED, AND APPROVED on this the 27th day of July, 2021.

HAYS COUNTY, TEXAS

_____
County Judge of Hays County, Texas

(COUNTY SEAL)

ATTEST:

_____
County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court of said Hays County, Texas (the "Commissioners Court") convened in a REGULAR MEETING on July 27, 2021, in the regular meeting place of the Commissioners Court in the County Courthouse, which meeting was at all times open to the public, and the roll was called of the duly constituted members of said Commissioners Court, to-wit:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except _____, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the "Order") entitled:

> "AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING THE 2021 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING UPDATED MAJOR IMPROVEMENT AREA ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE"

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion carrying with it the passage of said Order, prevailed and carried by the following vote:

__ voted "For" __ voted "Against" __ "Abstained"

all as shown in the official Minutes of the Commissioners Court for the Meeting.

That a true, full and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Order has been duly recorded in said Commissioners Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said Meeting pertaining to the passage of said Order; that the persons named in the above and foregoing paragraph are the duly, qualified members of said Commissioners Court as indicated therein; that each of the members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and

that said Order would be introduced and considered for passage at said Meeting, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2021.

_____
County Clerk and Ex-Officio Clerk of the Commissioners Court of Hays County, Texas

(SEAL)

EXHIBIT A

LA CIMA PUBLIC IMPROVEMENT DISTRICT
2021 ANNUAL SERVICE PLAN UPDATE

LA CIMA
PUBLIC IMPROVEMENT DISTRICT
2021 ANNUAL SERVICE PLAN UPDATE
JULY 13, 2021

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the 2020 Amended and Restated Service and Assessment Plan, unless the context in which a term is used clearly requires a different meaning.

On September 23, 2014, the Commissioners Court of the County approved Resolution No. 30162 creating the District in accordance with the PID Act to finance certain Authorized Improvements for the benefit of certain property within the District.

On July 21, 2015, the Commissioners Court approved the Original Service and Assessment Plan for the District and levied Special Assessments to finance the Major Improvements to be constructed for the benefit of the Assessed Parcels within the District. The Original Service and Assessment Plan identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The County also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the Original Service and Assessment Plan.

On March 20, 2018, the Commissioners Court approved the Neighborhood Improvement Area #1 Service and Assessment Plan, which performed the following: (1) added Neighborhood Improvement Area #1, (2) identified the budgets for Authorized Improvements in Neighborhood Improvement Area #1, (3) levied Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and (4) added the Neighborhood Improvement Area #1 Assessment Roll.

On September 25, 2018, the Commissioners Court approved the 2018 Annual Service Plan Update by passing Resolution No. 3312, which served to combine the annual update to both the Original Service and Assessment Plan and the Neighborhood Improvement Area #1 Service and Assessment Plan for 2018 into one document. The 2018 Annual Service Plan Update also updated the Assessment Roll for 2018.

On August 23, 2019, the Commissioners Court approved the 2019 Annual Service Plan Update. The 2019 Annual Service Plan Update also updated the Assessment Roll for 2019.

On February 25, 2020, the Commissioners Court approved the Neighborhood Improvement Area #2 Service and Assessment Plan, which (1) added Neighborhood Improvement Area #2 to the District, (2) identified the budgets for Authorized Improvements benefitting Neighborhood Improvement Area #2, (3) levied Special Assessments on Assessed Parcels within Neighborhood Improvement Area #2, and (4) updated the Assessment Roll with the Neighborhood Improvement Area #2 Assessment Roll.

On October 20, 2020, the Commissioner's Court approved the 2020 Amended and Restated Service and Assessment Plan, which (1) amended and restated the Original Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, (2) amended and restated the Neighborhood Improvement Area #1 Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, (3) amended and restated the Neighborhood Improvement Area #2 Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, (4) reflected the issuance of the Neighborhood Improvement Area #1-2 Bonds, and (5) updated the Assessment Roll for the District.

Pursuant to the Act, the 2020 Amended and Restated Service and Assessment Plan must be reviewed and updated annually. This document is the 2021 Annual Service Plan Update for the 2020 Amended and Restated Service and Assessment Plan. This 2021 Annual Service Plan Update also updates the Assessment Rolls for 2021.

LISTED EVENTS

Major Public Improvement PID Bonds

- Notice to Municipal Securities Rulemaking Board of Supplement to Indenture of Trust dated September 29, 2020.
- Notice to Municipal Securities Rulemaking Board of Failure to Provide Information Required by the Annual Issuer Report dated September 29, 2020.
- Notice of New Dissemination Agent dated November 6, 2020.

Neighborhood Improvement Area #1-2 Bonds

- Notice of New Dissemination Agent dated November 6, 2020.
- Notice of late filing of Quarterly Report for the Quarter ending December 31, 2020.

PARCEL SUBDIVISION

Neighborhood Improvement Area #1

- The final plat for La Cima Phase 1 - Section 1 consists of 130 Residential Lots and 10 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on December 27, 2017. 65 units are classified as Lot Type 1, 65 units are classified as Lot Type 2, and 10 units are classified as Open Space.
- The final plat for La Cima Phase 1 - Section 2 consists of 101 Residential Lots and 7 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on December 18, 2019. 77 units are classified as Lot Type 3, 24 units are classified as Lot Type 4, and 7 units are classified as Open Space.

Neighborhood Improvement Area #2

- The final plat for La Cima Phase 2 - Section A consists of 128 Residential Lots and 4 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on May 15, 2021. 124 units are classified as Lot Type 5, 2 units are classified as Lot Type 6, 2 units are classified as Lot Type 7, and 4 units are classified as Open Space.
- The final plat for La Cima Phase 2 - Section B consists of 120 Residential Lots and 9 Non-Benefited Lots within Hays County and was recorded in the official public records of Hays County on October 28, 2020. 120 units are classified as Lot Type 6, and 9 units are classified as Open Space.

The final plats for La Cima Phase 2 – Section A and La Cima Phase 2 – Section B are attached as **Exhibit B-1** and **Exhibit B-2** respectively.

LOT AND HOME SALES

Neighborhood Improvement Area #1

Per the Quarterly Report from the Developer for the quarter ending March 31, 2021, the Developer sold a total of 130 Lots within Phase 1 – Section 1; 64 Lots were sold to MHI (formerly Wilshire Homes), 35 to Highlands Homes, and 31 to Scott Felder Homes.

Per the Quarterly Report from the Developer for the quarter ending March 31, 2021, the Developer entered a contract with builders for the sale of 95 Lots within Phase 1 – Section 2. The Developer has entered into a contract to sell 38 Lots to Highlands Homes, 38 Lots to MHI, and 12 to Buffington Homes within Phase 1 - Section 2. As of March 31, 2021, builders purchased 46 finished Lots within Phase 1 – Section 2.

MHI completed construction on 61 homes and has an additional 8 homes under construction. Highland Homes completed construction on 42 homes with 16 additional homes under construction. Scott Felder Homes completed 23 homes and has 8 additional homes under construction. Buffington completed construction on 1 home. MHI, Highland Homes and Scott Felder Homes are all expected to complete all residential units within Phase 1 – Section 1 under contract by June 30, 2021. Homes within Phase 1 – Section 2 are expected to be completed by September 30, 2023.

A total of 112 homes are sold to end-users.

Neighborhood Improvement Area #2

Per the Quarterly Report from the Developer for the quarter ending March 31, 2021, the Developer entered a contract with builders for the sale of 248 Lots within Phase 2. The Developer entered a contract to sell 63 Lots to Highland Homes, 63 Lots to MHI, 61 Lots to Perry Homes, and 61 Lots to Taylor Morrison Homes within Phase 2. As of March 31, 2021, builders purchased 55 finished Lots within Phase 2.

MHI began construction on 5 homes. Highland Homes completed construction on 2 homes with 10 additional homes under construction. Taylor Morrison Homes has begun construction on 1 home. Perry Homes began construction on 1 home.

Construction on all homes in Phase 2 is expected to be completed by September 30, 2023.

See **Exhibit C** for homebuyer disclosures.

OUTSTANDING SPECIAL ASSESSMENT

Major Improvement Area Assessments

The total Outstanding Major Improvement Area Assessment is $18,141,229.26[1], of which $2,222,854.26 is allocated to Neighborhood Improvement Area #1 and $1,759,250.00 is allocated to Neighborhood Improvement Area #2.

Neighborhood Improvement Area #1

The Outstanding Special Assessment for Neighborhood Improvement Area #1 is $5,937,854.26 of which $3,715,000.00[2] is attributable to the Neighborhood Improvement Area #1 Assessment, and $2,222,854.26 is attributable to Neighborhood Improvement Area #1's portion of the Major Improvement Area Assessment, as indicated above.

Neighborhood Improvement Area #2

The Outstanding Special Assessment for Neighborhood Improvement Area #2 is $7,054,250.00 of which $5,295,000.00[3] is attributable to the Neighborhood Improvement Area #2 Assessment, and $1,759,250.00 is attributable to Neighborhood Improvement Area #2's portion of the Major Improvement Area Assessment, as indicated above.

ANNUAL INSTALLMENT DUE 1/31/2022

Major Improvement Area Bonds

- **Principal and Interest** - The total principal and interest required for the Annual Installment on the Major Improvement Area Bonds is $1,525,300.00.
- **Administrative Expenses** - The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Assessed Parcel based on the amount of outstanding Special Assessment remaining on such Parcel. The total Administrative Expenses allocated for the Annual Installment due from the Major Improvement Area Bonds is $43,948.76.
- **Prepayment Reserve** - The Prepayment Reserve Requirement, as defined in the Indenture for the Major Improvement Area Bonds, is equal to $272,400.00, and has not been met.

[1] Net of $280,000.00 principal payment due September 1, 2021 which will be paid using the installment collected on January 31, 2021, and net of Prepayments as shown in the Prepayments in Full section of this Annual Service Plan Update.
[2] Net of $155,000.00 principal payment due September 1, 2021 which will be paid using the installment collected on January 31, 2021, and net of Prepayments as shown in the Prepayments in Full section of this Annual Service Plan Update.
[3] Net of $180,000.00 principal payment due September 1, 2021 which will be paid using the installment collected on January 31, 2021.

As such, the Prepayment Reserve Account will be funded from revenues received from the payment of Major Improvement Area Annual Installments but no more than 0.20% higher than the interest rate on the Major Improvement Area Bonds. The Prepayment Reserve required for the Annual Installment due from the Major Improvement Area Bonds is $36,320.00.

- **Delinquency Reserve** - The Delinquency Reserve Requirement, as defined in the Indenture for the Major Improvement Area Bonds, is an amount equal to $908,000.00, and has not been met. As such, the Delinquency Reserve will be funded from revenues received from the payment of Major Improvement Area Annual Installments but no more than 0.30% higher than the interest rate on the Major Improvement Area Bonds. The Delinquency Reserve required for the Annual Installment due from the Major Improvement Area Bonds is $54,480.00.

Major Improvement Area Bonds		
Due January 31, 2022		
Major Public Improvement PID Bonds		
Principal	$	270,000.00
Interest	$	1,255,300.00
Administrative Expenses	$	43,948.76
Prepayment Reserve	$	36,320.00
Delinquency Reserve	$	54,480.00
Total Annual Installment	**$**	**1,660,048.76**

See **Exhibit D-1** for the debt service schedule for the Major Improvement Area Bonds shown in the official statement.

Neighborhood Improvement Area #1

- **Neighborhood Improvement Area #1-2 Bonds Principal and Interest** - The total principal and interest required for the Neighborhood Improvement Area #1 Annual Installment is $213,225.00.
- **Neighborhood Improvement Area #1-2 Bonds Additional Interest** – The Additional Interest Reserve requirement, as defined in the Indenture for the Neighborhood Improvement Area #1-2 Bonds of $495,550.00 has not been met. As such, the Additional Interest Reserve Account will be funded with additional interest on the outstanding Neighborhood Improvement Area #1 Assessment, resulting in an Additional Interest amount due of $18,575.00.
- **Neighborhood Improvement Area #1-2 Bonds Administrative Expenses** - The cost of administering Neighborhood Improvement Area #1 and collecting the Annual Installment shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding

Special Assessment remaining on the Parcel. The total Administrative Expenses allocated for the Neighborhood Improvement Area #1 Annual Installment is $9,402.03.

Neighborhood Improvement Area #1-2 Bonds		
Due January 31, 2022		
Improvement Area #1-2 Bonds		
Principal	$	75,000.00
Interest	$	138,225.00
Additional Interest	$	18,575.00
Administrative Expenses	$	9,402.03
Total Annual Installment	**$**	**241,202.03**

See **Exhibit D-2** for the debt service schedule for the Neighborhood Improvement Area #1-2 Bonds shown in the official statement.

Neighborhood Improvement Area #2

- **Neighborhood Improvement Area #1-2 Bonds Principal and Interest** - The total principal and interest required for the Neighborhood Improvement Area #2 Annual Installment is $293,687.50.
- **Neighborhood Improvement Area #1-2 Bonds Additional Interest** – The Additional Interest Reserve requirement, as defined in the Indenture for the Neighborhood Improvement Area #1-2 Bonds of $495,550.00 has not been met. As such, the Additional Interest Reserve Account will be funded with additional interest on the outstanding Neighborhood Improvement Area #2 Assessment, resulting in an Additional Interest amount due of $26,475.00.
- **Neighborhood Improvement Area #1-2 Bonds Administrative Expenses** - The cost of administering Neighborhood Improvement Area #2 and collecting the Annual Installment shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Special Assessment remaining on the Parcel. The total Administrative Expenses allocated for the Neighborhood Improvement Area #2 Annual Installment is $12,814.36.

Neighborhood Improvement Area #1-2 Bonds		
Due January 31, 2022		
Improvement Area #1-2 Bonds		
Principal	$	95,000.00
Interest	$	198,687.50
Additional Interest	$	26,475.00
Administrative Expenses	$	12,814.36
Total Annual Installment	**$**	**332,976.86**

See **Exhibit D-2** for the debt service schedule for the Neighborhood Improvement Area #1-2 Bonds shown in the official statement.

PREPAYMENT OF SPECIAL ASSESSMENTS IN FULL

Major Improvement Area Bonds

The following is a list of Parcels who have prepaid their Major Improvement Area Assessment in Full:

Major Improvement Area Bonds		
Property ID	**Lot Type**	**Date Prepaid**
R159403	1	6/19/2020
R159406	2	6/3/2021

Neighborhood Improvement Area #1

The following is a list of Parcels who have prepaid their Neighborhood Improvement Area #1 Assessment in Full:

Neighborhood Improvement Area #1		
Property ID	**Lot Type**	**Date Prepaid**
R159403	1	6/19/2020

Neighborhood Improvement Area #2

There have been no full prepayments of Neighborhood Improvement Area #2 Assessments .

See **Exhibit E** for a Form of Notice of Assessment Termination.

PARTIAL PREPAYMENTS OF SPECIAL ASSESSMENTS

Major Improvement Area Bonds

There have been no partial prepayments of Major Improvement Area Assessments.

Neighborhood Improvement Area #1

There have been no partial prepayments of Neighborhood Improvement Area #1 Assessments.

Neighborhood Improvement Area #2

There have been no partial prepayments of Neighborhood Improvement Area #2 Assessments.

AUTHORIZED IMPROVEMENTS

Major Improvements

According to the Quarterly Improvement Implementation Report dated for the 2nd quarter of 2019, the Major Improvements are all complete and accepted by the County or City, as applicable.

Neighborhood Improvement Area #1 Improvements

According to the Quarterly Report dated for the 4th quarter of 2020, the Neighborhood Improvement Area #1 Improvements are all complete and accepted by the County or City, as applicable.

Neighborhood Improvement Area #2 Improvements

According to the Quarterly Report dated for the 1st quarter of 2021, the Neighborhood Improvement Area #2 Improvements were all substantially completed December, 2020, and accepted by the City or County in January, 2021, as applicable.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the Service Plan, including the annual indebtedness and projected costs for the Authorized Improvements, to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Major Improvement Area						
Annual Installments Due		**1/31/2022**	**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**
Major Improvement Area Bonds						
Principal		$ 270,000	$ 320,000	$ 345,000	$ 370,000	$ 395,000
Interest		$ 1,255,300	$ 1,238,425	$ 1,218,425	$ 1,196,863	$ 1,173,738
	(1)	$ 1,525,300	$ 1,558,425	$ 1,563,425	$ 1,566,863	$ 1,568,738
Administrative Expenses	(2)	$ 43,949	$ 44,828	$ 45,724	$ 46,639	$ 47,572
Additional Interest	(3)	$ 90,800	$ 89,450	$ 87,850	$ 86,125	$ 84,275
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 1,660,049**	**$ 1,692,703**	**$ 1,696,999**	**$ 1,699,626**	**$ 1,700,584**

Neighborhood Improvement Area #1						
Annual Installments Due		**1/31/2022**	**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**
Neighborhood Improvement Area #1-2 Bonds						
Principal		$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 80,000
Interest		$ 138,225	$ 136,350	$ 134,475	$ 132,600	$ 130,725
	(1)	$ 213,225	$ 211,350	$ 209,475	$ 207,600	$ 210,725
Administrative Expenses	(2)	$ 9,402	$ 9,602	$ 9,794	$ 9,990	$ 10,190
Additional Interest	(3)	$ 18,575	$ 18,200	$ 17,825	$ 17,450	$ 17,075
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 241,202**	**$ 239,152**	**$ 237,094**	**$ 235,040**	**$ 237,990**

Neighborhood Improvement Area #2						
Annual Installments Due		**1/31/2022**	**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**
Neighborhood Improvement Area #1-2 Bonds						
Principal		$ 95,000	$ 90,000	$ 95,000	$ 95,000	$ 100,000
Interest		$ 198,688	$ 196,313	$ 194,063	$ 191,688	$ 189,313
	(1)	$ 293,688	$ 286,313	$ 289,063	$ 286,688	$ 289,313
Administrative Expenses	(2)	$ 12,814	$ 13,532	$ 13,803	$ 14,079	$ 14,361
Additional Interest	(3)	$ 26,475	$ 26,000	$ 25,550	$ 25,075	$ 24,600
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 332,977**	**$ 325,845**	**$ 328,415**	**$ 325,842**	**$ 328,273**

Note: The figures shown above are estimates only and subject to change.

UPDATE OF THE ASSESSMENT ROLL

The list of current Parcels associated with the Major Improvement Area Assessments, the corresponding total Major Improvement Area Assessment, and current Major Improvement Area Annual Installment by Parcel or Lot are shown on the Major Improvement Area Bonds Assessment Roll attached hereto as **Exhibit A-1**.

The list of current Parcels within Neighborhood Improvement Area #1, the corresponding total Neighborhood Improvement Area #1 Assessment, and current Neighborhood Improvement Area #1 Annual Installment by Parcel or Lot are shown on the Neighborhood Improvement Area #1 Assessment Roll attached hereto as **Exhibit A-2**. Due to Prepayments for Neighborhood Improvement Area #1, the Neighborhood Improvement Area #1 Annual Installment billed will not match the Neighborhood Improvement Area #1 Annual Installment due.

The list of current Parcels within Neighborhood Improvement Area #2, the corresponding total Neighborhood Improvement Area #2 Assessment, and current Neighborhood Improvement Area #2 Annual Installment by Parcel or Lot are shown on the Neighborhood Improvement Area #2 Assessment Roll attached hereto as **Exhibit A-3**.

The Parcels or Lots shown on the Assessment Rolls will receive the bills for the Annual Installments which are due on January 31, 2022 and will be delinquent on February 1, 2022. Totals in Assessment Rolls may not match the Service Plan due to Prepayments.

EXHIBIT A-1 – MAJOR IMPROVEMENT AREA BONDS ASSESSMENT ROLL

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R143375	N/A	Major Improvement Area	$ 1,073,520.83	$ 98,133.09
R143374	N/A	Major Improvement Area	$ 837,062.50	$ 76,517.87
R143373	N/A	Major Improvement Area	$ 1,144,458.33	$ 104,617.66
R143372	N/A	Major Improvement Area	$ 1,182,291.67	$ 108,076.09
R143371	N/A	Major Improvement Area	$ 529,666.67	$ 48,418.09
R143367	N/A	Major Improvement Area	$ 1,177,562.50	$ 107,643.79
R18169	N/A	Major Improvement Area	$ 1,806,541.67	$ 165,140.27
R19065	N/A	Major Improvement Area	$ 1,499,145.83	$ 137,040.48
R143364	N/A	Major Improvement Area	$ 485,523.95	$ 44,382.90
R13142	N/A	Major Improvement Area	$ 3,534,267.71	$ 323,075.81
R143365	N/A	Major Improvement Area	$ 889,083.33	$ 81,273.22
R159385	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159386	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159387	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159388	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159389	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159390	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159391	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159392	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159393	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159394	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159395	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159396	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159397	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159398	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159399	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159400	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159401	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159402	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159403	Prepaid	Neighborhood Improvement Area #1	$ -	$ -
R159404	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159405	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159406	Prepaid	Neighborhood Improvement Area #1	$ -	$ -
R159407	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159408	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159409	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159410	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159411	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159412	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159413	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159414	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159415	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159416	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159417	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159418	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159419	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159420	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159421	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159422	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159423	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R159424	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159425	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159426	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159427	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159428	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159429	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159430	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159431	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159432	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159433	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159434	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159435	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159436	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159437	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159438	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159439	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159440	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159441	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159442	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159443	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159444	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159445	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159446	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159447	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159448	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159449	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159450	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159451	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159452	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159453	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159454	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159455	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159456	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159457	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159458	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159459	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159460	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159461	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159462	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159463	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159464	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159465	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159466	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159467	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159468	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159469	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159470	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159471	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159472	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159473	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R159474	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159475	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159476	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159477	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159478	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159479	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159480	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159481	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159482	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159483	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159484	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159485	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159486	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159487	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159488	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159489	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159490	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159491	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159492	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159493	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159494	1	Neighborhood Improvement Area #1	$ 8,439.74	$ 771.88
R159495	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159496	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159497	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159498	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159499	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159500	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159501	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159502	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159503	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159504	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159505	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159506	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159507	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159508	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159509	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159510	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159511	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159512	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159513	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159514	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159515	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159516	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159517	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159518	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159519	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159520	2	Neighborhood Improvement Area #1	$ 10,331.42	$ 944.89
R159521	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159522	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R159523	Open Space	Neighborhood Improvement Area #1	$ -	$ -

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R159524	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168481	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168482	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168483	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168484	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168485	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168486	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168487	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168488	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168489	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168490	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168491	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168492	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168493	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168494	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168495	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168496	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168497	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168498	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168499	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168500	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168501	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168502	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168503	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168504	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168505	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168506	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168507	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168508	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168509	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168510	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168511	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168512	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168513	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168514	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168515	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168516	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168517	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168518	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168519	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168520	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168521	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168522	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168523	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168524	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168525	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168526	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168527	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168528	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168529	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R168530	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168531	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168532	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168533	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168534	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168535	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168536	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168537	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168538	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168539	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168540	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168541	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168542	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168543	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168544	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168545	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168546	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168547	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168548	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168549	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168550	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168551	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168552	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168553	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168554	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168555	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168556	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168557	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168558	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168559	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168560	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168561	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168562	3	Neighborhood Improvement Area #1	$ 9,777.94	$ 893.90
R168563	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168564	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168565	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168566	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168567	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168568	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168569	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168570	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168571	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168572	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168573	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168574	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168575	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168576	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168577	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168578	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168579	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R168580	Open Space	Neighborhood Improvement Area #1	$ -	$ -
R168581	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168582	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168583	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168584	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168585	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168586	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168587	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R168588	4	Neighborhood Improvement Area #1	$ 11,191.61	$ 1,023.13
R171279	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171280	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171281	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R171282	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R171283	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171284	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171285	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171286	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171287	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171288	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171289	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171290	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171291	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171292	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171293	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171294	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171295	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171296	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171297	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171298	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171299	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171300	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171301	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171302	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171303	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171304	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171305	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171306	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R171307	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171308	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171309	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171310	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171311	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171312	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171313	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171314	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171315	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171316	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171317	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171318	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171319	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R171320	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171321	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171322	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171323	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171324	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171325	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171326	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171327	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171328	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171329	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171330	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171331	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171332	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171333	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171334	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171335	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171336	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171337	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171338	7	Neighborhood Improvement Area #2	$ 9,114.72	$ 833.20
R171339	7	Neighborhood Improvement Area #2	$ 9,114.72	$ 833.20
R171340	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171341	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R171342	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171343	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171344	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171345	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171346	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171347	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171348	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171349	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171350	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171351	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171352	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171353	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171354	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171355	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171356	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171357	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171358	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171359	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171360	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171361	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171362	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171363	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171364	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171365	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171366	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171367	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171368	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171369	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R171370	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171371	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171372	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171373	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171374	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171375	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171376	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171377	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171378	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171379	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171380	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171381	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171382	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171383	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171384	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171385	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171386	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171387	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171388	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171389	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171390	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171391	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171392	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R171393	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171394	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171395	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171396	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171397	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171398	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171399	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171400	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171401	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171402	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171403	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171404	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171405	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171406	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171407	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171408	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171409	5	Neighborhood Improvement Area #2	$ 6,369.32	$ 582.23
R171410	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174877	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174878	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174879	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174880	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174881	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174882	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174883	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174884	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174885	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R174886	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174887	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174888	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174889	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174890	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174891	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174892	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174893	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174894	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174895	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174896	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174897	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174898	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174899	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174900	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174901	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174902	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174903	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174904	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174905	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174906	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174907	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174908	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174909	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174910	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174911	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174912	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174913	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174914	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174915	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174916	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174917	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174918	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174919	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174920	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174921	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174922	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174923	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174924	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174925	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174926	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174927	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174928	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174929	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174930	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174931	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174932	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174933	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174934	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174935	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R174936	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174937	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174938	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174939	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174940	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174941	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174942	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174943	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174944	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174945	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174946	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174947	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174948	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174949	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R174950	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174951	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174952	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174953	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174954	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174955	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174956	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174957	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174958	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174959	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174960	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174961	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174962	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174963	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174964	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174965	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174966	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174967	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174968	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174969	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174970	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174971	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174972	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174973	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174974	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174975	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174976	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174977	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174978	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174979	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174980	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174981	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174982	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174983	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174984	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174985	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74

Property ID[1]	Lot Type	Improvement Area	Major Improvement Area Bonds	
			Outstanding Special Assessment	Annual Installment Due 1/31/2022[2]
R174986	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174987	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174988	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174989	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174990	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174991	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174992	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174993	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174994	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174995	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174996	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174997	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174998	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R174999	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R175000	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R175001	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R175002	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R175003	6	Neighborhood Improvement Area #2	$ 7,796.92	$ 712.74
R175004	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R176123	Open Space	Neighborhood Improvement Area #2	$ -	$ -
R138488	Open Space	Major Improvement Area	$ -	$ -
R155268	Open Space	Major Improvement Area	$ -	$ -
R143368	Open Space	Major Improvement Area	$ -	$ -
R141139	Open Space	Major Improvement Area	$ -	$ -
R143362	Open Space	Major Improvement Area	$ -	$ -
R148038	Open Space	Major Improvement Area	$ -	$ -
R16082	Open Space	Major Improvement Area	$ -	$ -
R148019	Open Space	Major Improvement Area	$ -	$ -
R16086	Open Space	Major Improvement Area	$ -	$ -
R143363	Open Space	Major Improvement Area	$ -	$ -
R148000	Open Space	Major Improvement Area	$ -	$ -
R155273	Open Space	Major Improvement Area	$ -	$ -
R155271	Open Space	Major Improvement Area	$ -	$ -
R168126	Open Space	Major Improvement Area	$ -	$ -
R155272	Open Space	Major Improvement Area	$ -	$ -
R156490	Open Space	Major Improvement Area	$ -	$ -
R141137	Open Space	Major Improvement Area	$ -	$ -
R155270	Open Space	Major Improvement Area	$ -	$ -
R156371	Open Space	Major Improvement Area	$ -	$ -
R155274	Open Space	Major Improvement Area	$ -	$ -
R141138	Open Space	Major Improvement Area	$ -	$ -
R155269	Open Space	Major Improvement Area	$ -	$ -
R142792	Open Space	Major Improvement Area	$ -	$ -
R142793	Open Space	Major Improvement Area	$ -	$ -
R144184	Open Space	Major Improvement Area	$ -	$ -
R167030	Open Space	Major Improvement Area	$ -	$ -
Total			**$ 18,141,229.26**	**$ 1,658,395.73**

[1] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[2] Annual Installment covers the period September 15, 2021 to September 14, 2022 and is due by January 31, 2022.

EXHIBIT A-2 – NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #1 Assessment	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R159385	1	Block A	Lot 1	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159386	1	Block A	Lot 2	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159387	1	Block A	Lot 3	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159388	1	Block A	Lot 4	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159389	Open Space	Block A	Lot 5	La Cima Phase 1 - Section 1	$ -	$ -
R159390	1	Block A	Lot 6	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159391	1	Block A	Lot 7	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159392	1	Block A	Lot 8	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159393	1	Block A	Lot 9	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159394	1	Block A	Lot 10	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159395	1	Block A	Lot 11	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159396	1	Block A	Lot 12	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159397	1	Block A	Lot 13	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159398	1	Block A	Lot 14	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159399	1	Block A	Lot 15	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159400	1	Block A	Lot 16	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159401	1	Block A	Lot 17	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159402	1	Block A	Lot 18	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159403	Prepaid	Block A	Lot 19	La Cima Phase 1 - Section 1	$ -	$ -
R159404	1	Block A	Lot 20	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159405	2	Block B	Lot 1	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159406	2	Block B	Lot 2	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159407	2	Block B	Lot 3	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159408	2	Block B	Lot 4	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159409	2	Block B	Lot 5	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159410	2	Block B	Lot 6	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159411	2	Block B	Lot 7	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159412	2	Block B	Lot 8	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159413	2	Block B	Lot 9	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159414	2	Block B	Lot 10	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159415	2	Block B	Lot 11	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159416	2	Block B	Lot 12	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159417	Open Space	Block B	Lot 13	La Cima Phase 1 - Section 1	$ -	$ -
R159418	2	Block C	Lot 1	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159419	2	Block C	Lot 2	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159420	2	Block C	Lot 3	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159421	2	Block C	Lot 4	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159422	2	Block C	Lot 5	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159423	2	Block C	Lot 6	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159424	2	Block C	Lot 7	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159425	1	Block C	Lot 8	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159426	1	Block C	Lot 9	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159427	1	Block C	Lot 10	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159428	1	Block C	Lot 11	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159429	1	Block C	Lot 12	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159430	Open Space	Block C	Lot 13	La Cima Phase 1 - Section 1	$ -	$ -
R159431	1	Block C	Lot 14	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159432	1	Block C	Lot 15	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159433	1	Block C	Lot 16	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159434	1	Block C	Lot 17	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #1 Assessment	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R159435	1	Block C	Lot 18	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159436	1	Block C	Lot 19	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159437	1	Block C	Lot 20	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159438	1	Block C	Lot 21	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159439	1	Block C	Lot 22	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159440	1	Block C	Lot 23	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159441	1	Block C	Lot 24	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159442	1	Block C	Lot 25	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159443	1	Block C	Lot 26	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159444	1	Block C	Lot 27	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159445	1	Block C	Lot 28	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159446	1	Block C	Lot 29	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159447	1	Block C	Lot 30	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159448	1	Block C	Lot 31	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159449	1	Block C	Lot 32	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159450	1	Block C	Lot 33	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159451	Open Space	Block C	Lot 34	La Cima Phase 1 - Section 1	$ -	$ -
R159452	2	Block D	Lot 1	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159453	2	Block D	Lot 2	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159454	2	Block D	Lot 3	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159455	2	Block D	Lot 4	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159456	2	Block D	Lot 5	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159457	2	Block D	Lot 6	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159458	2	Block D	Lot 7	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159459	2	Block D	Lot 8	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159460	2	Block D	Lot 9	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159461	2	Block D	Lot 10	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159462	2	Block D	Lot 11	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159463	1	Block D	Lot 12	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159464	1	Block D	Lot 13	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159465	1	Block D	Lot 14	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159466	1	Block D	Lot 15	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159467	1	Block D	Lot 16	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159468	1	Block D	Lot 17	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159469	1	Block D	Lot 18	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159470	1	Block D	Lot 19	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159471	Open Space	Block D	Lot 20	La Cima Phase 1 - Section 1	$ -	$ -
R159472	2	Block E	Lot 1	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159473	2	Block E	Lot 2	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159474	2	Block E	Lot 3	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159475	2	Block E	Lot 4	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159476	2	Block E	Lot 5	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159477	2	Block E	Lot 6	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159478	2	Block E	Lot 7	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159479	2	Block E	Lot 8	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159480	2	Block E	Lot 9	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159481	Open Space	Block E	Lot 10	La Cima Phase 1 - Section 1	$ -	$ -
R159482	1	Block E	Lot 11	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159483	1	Block E	Lot 12	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159484	1	Block E	Lot 13	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #1 Assessment	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R159485	1	Block E	Lot 14	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159486	1	Block E	Lot 15	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159487	1	Block E	Lot 16	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159488	1	Block E	Lot 17	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159489	1	Block E	Lot 18	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159490	1	Block E	Lot 19	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159491	1	Block E	Lot 20	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159492	1	Block E	Lot 21	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159493	1	Block E	Lot 22	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159494	1	Block E	Lot 23	La Cima Phase 1 - Section 1	$ 11,511.60	$ 747.41
R159495	2	Block E	Lot 24	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159496	2	Block E	Lot 25	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159497	2	Block E	Lot 26	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159498	2	Block E	Lot 27	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159499	2	Block E	Lot 28	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159500	2	Block E	Lot 29	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159501	2	Block E	Lot 30	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159502	2	Block E	Lot 31	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159503	2	Block E	Lot 32	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159504	2	Block E	Lot 33	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159505	2	Block E	Lot 34	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159506	2	Block E	Lot 35	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159507	2	Block E	Lot 36	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159508	2	Block E	Lot 37	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159509	2	Block E	Lot 38	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159510	2	Block E	Lot 39	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159511	2	Block E	Lot 40	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159512	2	Block E	Lot 41	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159513	2	Block E	Lot 42	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159514	2	Block E	Lot 43	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159515	2	Block E	Lot 44	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159516	2	Block E	Lot 45	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159517	2	Block E	Lot 46	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159518	2	Block E	Lot 47	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159519	2	Block E	Lot 48	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159520	2	Block E	Lot 49	La Cima Phase 1 - Section 1	$ 14,091.79	$ 914.93
R159521	Open Space	Block E	Lot 50	La Cima Phase 1 - Section 1	$ -	$ -
R159522	Open Space	Block E	Lot 51	La Cima Phase 1 - Section 1	$ -	$ -
R159523	Open Space	Block F	Lot 1	La Cima Phase 1 - Section 1	$ -	$ -
R159524	Open Space	Block G	Lot 1	La Cima Phase 1 - Section 1	$ -	$ -
R168481	3	Block A	Lot 1	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168482	3	Block A	Lot 2	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168483	3	Block A	Lot 3	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168484	3	Block A	Lot 4	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168485	3	Block A	Lot 5	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168486	Open Space	Block A	Lot 6	La Cima Phase 1 - Section 2	$ -	$ -
R168487	3	Block B	Lot 1	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168488	3	Block B	Lot 2	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168489	3	Block B	Lot 3	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168490	3	Block B	Lot 4	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #1 Assessment	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R168491	3	Block B	Lot 5	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168492	3	Block B	Lot 6	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168493	Open Space	Block B	Lot 7	La Cima Phase 1 - Section 2	$ -	$ -
R168494	3	Block B	Lot 8	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168495	3	Block B	Lot 9	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168496	3	Block B	Lot 10	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168497	3	Block B	Lot 11	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168498	3	Block B	Lot 12	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168499	3	Block C	Lot 1	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168500	3	Block C	Lot 2	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168501	3	Block C	Lot 3	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168502	3	Block C	Lot 4	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168503	3	Block C	Lot 5	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168504	Open Space	Block C	Lot 6	La Cima Phase 1 - Section 2	$ -	$ -
R168505	3	Block C	Lot 7	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168506	3	Block C	Lot 8	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168507	3	Block C	Lot 9	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168508	3	Block C	Lot 10	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168509	3	Block C	Lot 11	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168510	3	Block C	Lot 12	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168511	3	Block C	Lot 13	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168512	3	Block C	Lot 14	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168513	3	Block C	Lot 15	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168514	3	Block C	Lot 16	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168515	3	Block C	Lot 17	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168516	3	Block C	Lot 18	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168517	3	Block C	Lot 19	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168518	3	Block C	Lot 20	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168519	3	Block C	Lot 21	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168520	3	Block C	Lot 22	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168521	3	Block D	Lot 1	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168522	3	Block D	Lot 2	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168523	3	Block D	Lot 3	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168524	3	Block D	Lot 4	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168525	3	Block D	Lot 5	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168526	Open Space	Block D	Lot 6	La Cima Phase 1 - Section 2	$ -	$ -
R168527	3	Block D	Lot 7	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168528	3	Block D	Lot 8	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168529	3	Block D	Lot 9	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168530	3	Block D	Lot 10	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168531	3	Block D	Lot 11	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168532	3	Block D	Lot 12	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168533	3	Block D	Lot 13	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168534	3	Block D	Lot 14	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168535	3	Block D	Lot 15	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168536	3	Block E	Lot 1	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168537	3	Block E	Lot 2	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168538	3	Block E	Lot 3	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168539	3	Block E	Lot 4	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168540	3	Block E	Lot 5	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #1 Assessment	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R168541	Open Space	Block E	Lot 6	La Cima Phase 1 - Section 2	$ -	$ -
R168542	3	Block E	Lot 7	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168543	3	Block E	Lot 8	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168544	3	Block E	Lot 9	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168545	3	Block E	Lot 10	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168546	3	Block E	Lot 11	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168547	3	Block E	Lot 12	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168548	3	Block E	Lot 13	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168549	3	Block F	Lot 1	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168550	3	Block F	Lot 2	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168551	3	Block F	Lot 3	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168552	3	Block F	Lot 4	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168553	3	Block F	Lot 5	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168554	3	Block F	Lot 6	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168555	3	Block F	Lot 7	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168556	3	Block F	Lot 8	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168557	3	Block F	Lot 9	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168558	3	Block F	Lot 10	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168559	3	Block F	Lot 11	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168560	3	Block F	Lot 12	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168561	3	Block F	Lot 13	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168562	3	Block F	Lot 14	La Cima Phase 1 - Section 2	$ 19,740.53	$ 1,281.68
R168563	4	Block F	Lot 15	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168564	4	Block F	Lot 16	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168565	4	Block F	Lot 17	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168566	Open Space	Block F	Lot 18	La Cima Phase 1 - Section 2	$ -	$ -
R168567	4	Block F	Lot 19	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168568	4	Block F	Lot 20	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168569	4	Block F	Lot 21	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168570	4	Block F	Lot 22	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168571	4	Block F	Lot 23	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168572	4	Block F	Lot 24	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168573	4	Block F	Lot 25	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168574	4	Block F	Lot 26	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168575	4	Block F	Lot 27	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168576	4	Block F	Lot 28	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168577	4	Block F	Lot 29	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168578	4	Block F	Lot 30	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168579	4	Block F	Lot 31	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168580	Open Space	Block F	Lot 32	La Cima Phase 1 - Section 2	$ -	$ -
R168581	4	Block G	Lot 1	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168582	4	Block G	Lot 2	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168583	4	Block G	Lot 3	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168584	4	Block G	Lot 4	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168585	4	Block G	Lot 5	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168586	4	Block G	Lot 6	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168587	4	Block G	Lot 7	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R168588	4	Block G	Lot 8	La Cima Phase 1 - Section 2	$ 22,594.58	$ 1,466.99
R138488	Open Space			N/A	$ -	$ -
Total					**$ 3,715,000.00**	**$ 241,201.81**

[1] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[2] Annual Installment covers the period September 15, 2021 to September 14, 2022 and is due by January 31, 2022.

EXHIBIT A-3 – NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #2 Assessments	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R171279	5	Block A	Lot 1	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171280	5	Block A	Lot 2	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171281	6	Block A	Lot 3	La Cima Phase 2 - Section A	$ 23,467.22	$ 1,475.74
R171282	6	Block A	Lot 4	La Cima Phase 2 - Section A	$ 23,467.22	$ 1,475.74
R171283	5	Block A	Lot 7	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171284	5	Block A	Lot 8	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171285	5	Block A	Lot 9	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171286	5	Block A	Lot 10	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171287	5	Block A	Lot 11	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171288	5	Block A	Lot 12	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171289	5	Block A	Lot 13	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171290	5	Block A	Lot 14	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171291	5	Block A	Lot 15	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171292	5	Block A	Lot 16	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171293	5	Block A	Lot 17	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171294	5	Block A	Lot 18	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171295	5	Block A	Lot 19	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171296	5	Block A	Lot 20	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171297	5	Block A	Lot 21	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171298	5	Block A	Lot 22	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171299	5	Block A	Lot 23	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171300	5	Block A	Lot 24	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171301	5	Block A	Lot 25	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171302	5	Block A	Lot 26	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171303	5	Block A	Lot 27	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171304	5	Block A	Lot 28	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171305	5	Block A	Lot 29	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171306	Open Space	Block A	Lot 103	La Cima Phase 2 - Section A	$ -	$ -
R171307	5	Block B	Lot 1	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171308	5	Block B	Lot 2	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171309	5	Block B	Lot 3	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171310	5	Block B	Lot 4	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171311	5	Block B	Lot 5	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171312	5	Block B	Lot 6	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171313	5	Block B	Lot 7	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171314	5	Block B	Lot 8	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171315	5	Block B	Lot 9	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171316	5	Block B	Lot 10	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171317	5	Block B	Lot 11	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171318	5	Block B	Lot 12	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171319	5	Block B	Lot 13	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171320	5	Block B	Lot 14	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171321	5	Block B	Lot 15	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171322	5	Block B	Lot 16	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171323	5	Block B	Lot 17	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171324	5	Block B	Lot 18	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171325	5	Block B	Lot 19	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171326	5	Block B	Lot 20	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171327	5	Block B	Lot 21	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171328	5	Block B	Lot 22	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #2 Assessments	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R171329	5	Block B	Lot 23	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171330	5	Block B	Lot 24	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171331	5	Block B	Lot 25	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171332	5	Block B	Lot 26	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171333	5	Block B	Lot 27	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171334	5	Block B	Lot 28	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171335	5	Block B	Lot 29	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171336	5	Block B	Lot 30	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171337	5	Block B	Lot 31	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171338	7	Block B	Lot 32	La Cima Phase 2 - Section A	$ 27,433.53	$ 1,725.16
R171339	7	Block B	Lot 33	La Cima Phase 2 - Section A	$ 27,433.53	$ 1,725.16
R171340	5	Block B	Lot 34	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171341	Open Space	Block B	Lot 36	La Cima Phase 2 - Section A	$ -	$ -
R171342	5	Block C	Lot 1	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171343	5	Block C	Lot 2	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171344	5	Block C	Lot 3	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171345	5	Block C	Lot 4	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171346	5	Block C	Lot 5	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171347	5	Block C	Lot 6	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171348	5	Block C	Lot 7	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171349	5	Block C	Lot 8	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171350	5	Block C	Lot 9	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171351	5	Block C	Lot 10	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171352	5	Block C	Lot 11	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171353	5	Block C	Lot 12	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171354	5	Block C	Lot 13	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171355	5	Block C	Lot 14	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171356	5	Block C	Lot 15	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171357	5	Block D	Lot 1	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171358	5	Block D	Lot 2	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171359	5	Block D	Lot 3	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171360	5	Block D	Lot 4	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171361	5	Block D	Lot 5	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171362	5	Block D	Lot 6	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171363	5	Block D	Lot 7	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171364	5	Block D	Lot 8	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171365	5	Block D	Lot 9	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171366	5	Block D	Lot 10	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171367	5	Block D	Lot 11	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171368	5	Block D	Lot 12	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171369	5	Block D	Lot 13	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171370	5	Block D	Lot 14	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171371	5	Block D	Lot 15	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171372	5	Block D	Lot 16	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171373	5	Block D	Lot 17	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171374	5	Block D	Lot 18	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171375	5	Block D	Lot 19	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171376	5	Block D	Lot 20	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171377	5	Block D	Lot 21	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171378	5	Block D	Lot 22	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #2 Assessments	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R171379	5	Block D	Lot 23	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171380	5	Block D	Lot 24	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171381	5	Block D	Lot 25	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171382	5	Block D	Lot 26	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171383	5	Block D	Lot 27	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171384	5	Block D	Lot 28	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171385	5	Block D	Lot 29	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171386	5	Block D	Lot 30	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171387	5	Block D	Lot 31	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171388	5	Block D	Lot 32	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171389	5	Block D	Lot 33	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171390	5	Block D	Lot 34	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171391	5	Block D	Lot 35	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171392	Open Space	Block D	Lot 36	La Cima Phase 2 - Section A	$ -	$ -
R171393	5	Block E	Lot 1	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171394	5	Block E	Lot 2	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171395	5	Block E	Lot 3	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171396	5	Block E	Lot 4	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171397	5	Block E	Lot 5	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171398	5	Block E	Lot 6	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171399	5	Block E	Lot 7	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171400	5	Block E	Lot 8	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171401	5	Block E	Lot 9	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171402	5	Block E	Lot 10	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171403	5	Block E	Lot 11	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171404	5	Block E	Lot 12	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171405	5	Block E	Lot 13	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171406	5	Block E	Lot 14	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171407	5	Block E	Lot 15	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171408	5	Block E	Lot 16	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171409	5	Block E	Lot 17	La Cima Phase 2 - Section A	$ 19,170.42	$ 1,205.53
R171410	Open Space	Block E	Lot 26	La Cima Phase 2 - Section A	$ -	$ -
R174877	6	Block A	Lot 30	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174878	6	Block A	Lot 31	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174879	6	Block A	Lot 32	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174880	6	Block A	Lot 33	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174881	6	Block A	Lot 34	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174882	6	Block A	Lot 35	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174883	6	Block A	Lot 36	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174884	6	Block A	Lot 37	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174885	6	Block A	Lot 38	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174886	6	Block A	Lot 39	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174887	6	Block A	Lot 40	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174888	6	Block A	Lot 41	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174889	6	Block A	Lot 42	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174890	6	Block A	Lot 43	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174891	6	Block A	Lot 44	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174892	6	Block A	Lot 45	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174893	6	Block A	Lot 46	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174894	6	Block A	Lot 47	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #2 Assessments	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R174895	6	Block A	Lot 48	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174896	6	Block A	Lot 49	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174897	6	Block A	Lot 50	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174898	6	Block A	Lot 51	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174899	6	Block A	Lot 52	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174900	6	Block A	Lot 53	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174901	6	Block A	Lot 54	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174902	6	Block A	Lot 55	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174903	6	Block A	Lot 56	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174904	6	Block A	Lot 57	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174905	6	Block A	Lot 58	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174906	6	Block A	Lot 59	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174907	6	Block A	Lot 60	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174908	6	Block A	Lot 61	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174909	6	Block A	Lot 62	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174910	6	Block A	Lot 63	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174911	6	Block A	Lot 64	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174912	6	Block A	Lot 65	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174913	6	Block A	Lot 66	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174914	6	Block A	Lot 67	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174915	6	Block A	Lot 68	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174916	6	Block A	Lot 69	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174917	6	Block A	Lot 70	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174918	6	Block A	Lot 71	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174919	6	Block A	Lot 72	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174920	6	Block A	Lot 73	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174921	6	Block A	Lot 74	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174922	6	Block A	Lot 75	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174923	6	Block A	Lot 76	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174924	6	Block A	Lot 77	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174925	6	Block A	Lot 78	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174926	6	Block A	Lot 79	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174927	6	Block A	Lot 80	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174928	6	Block A	Lot 81	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174929	6	Block A	Lot 82	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174930	6	Block A	Lot 83	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174931	6	Block A	Lot 84	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174932	6	Block A	Lot 85	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174933	6	Block A	Lot 86	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174934	6	Block A	Lot 87	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174935	6	Block A	Lot 88	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174936	6	Block A	Lot 89	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174937	6	Block A	Lot 90	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174938	6	Block A	Lot 91	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174939	6	Block A	Lot 92	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174940	6	Block A	Lot 93	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174941	6	Block A	Lot 94	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174942	6	Block A	Lot 95	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174943	Open Space	Block A	Lot 96	La Cima Phase 2 - Section B	$ -	$ -
R174944	Open Space	Block A	Lot 97	La Cima Phase 2 - Section B	$ -	$ -

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #2 Assessments	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R174945	Open Space	Block A	Lot 98	La Cima Phase 2 - Section B	$ -	$ -
R174946	Open Space	Block A	Lot 99	La Cima Phase 2 - Section B	$ -	$ -
R174947	Open Space	Block A	Lot 100	La Cima Phase 2 - Section B	$ -	$ -
R174948	Open Space	Block A	Lot 101	La Cima Phase 2 - Section B	$ -	$ -
R174949	Open Space	Block A	Lot 102	La Cima Phase 2 - Section B	$ -	$ -
R174950	6	Block E	Lot 18	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174951	6	Block E	Lot 19	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174952	6	Block E	Lot 20	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174953	6	Block E	Lot 21	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174954	6	Block E	Lot 22	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174955	6	Block E	Lot 23	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174956	6	Block E	Lot 24	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174957	6	Block E	Lot 25	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174958	6	Block F	Lot 1	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174959	6	Block F	Lot 2	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174960	6	Block F	Lot 3	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174961	6	Block F	Lot 4	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174962	6	Block F	Lot 5	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174963	6	Block F	Lot 6	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174964	6	Block F	Lot 7	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174965	6	Block F	Lot 8	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174966	6	Block F	Lot 9	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174967	6	Block F	Lot 10	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174968	6	Block F	Lot 11	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174969	6	Block F	Lot 12	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174970	6	Block F	Lot 13	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174971	6	Block F	Lot 14	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174972	6	Block F	Lot 15	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174973	6	Block F	Lot 16	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174974	6	Block F	Lot 17	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174975	6	Block F	Lot 18	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174976	6	Block F	Lot 19	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174977	6	Block G	Lot 1	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174978	6	Block G	Lot 2	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174979	6	Block G	Lot 3	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174980	6	Block G	Lot 4	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174981	6	Block G	Lot 5	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174982	6	Block G	Lot 6	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174983	6	Block G	Lot 7	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174984	6	Block G	Lot 8	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174985	6	Block G	Lot 9	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174986	6	Block G	Lot 10	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174987	6	Block G	Lot 11	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174988	6	Block G	Lot 12	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174989	6	Block G	Lot 13	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174990	6	Block G	Lot 14	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174991	6	Block G	Lot 15	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174992	6	Block G	Lot 16	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174993	6	Block G	Lot 17	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174994	6	Block G	Lot 18	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74

Property ID[1]	Lot Type	Parcel Description			Neighborhood Improvement Area #2 Assessments	
					Outstanding Assessment	Annual Installment Due 1/31/2022[2]
R174995	6	Block G	Lot 19	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174996	6	Block G	Lot 20	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174997	6	Block G	Lot 21	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174998	6	Block G	Lot 22	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R174999	6	Block G	Lot 23	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R175000	6	Block G	Lot 24	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R175001	6	Block G	Lot 25	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R175002	6	Block G	Lot 26	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R175003	6	Block G	Lot 27	La Cima Phase 2 - Section B	$ 23,467.22	$ 1,475.74
R175004	Open Space	Block G	Lot 28	La Cima Phase 2 - Section B	$ -	$ -
R176123	Open Space	Block E	Lot 27	La Cima Phase 2 - Section B	$ -	$ -
R155268	Open Space			N/A	$ -	$ -
R143368	Open Space			N/A	$ -	$ -
Total					**$ 5,295,000.00**	**$ 332,976.86**

[1] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[2] Annual Installment covers the period September 15, 2021 to September 14, 2022 and is due by January 31, 2022.

EXHIBIT B-1 – FINAL PLAT FOR LA CIMA PHASE 2 - SECTION A

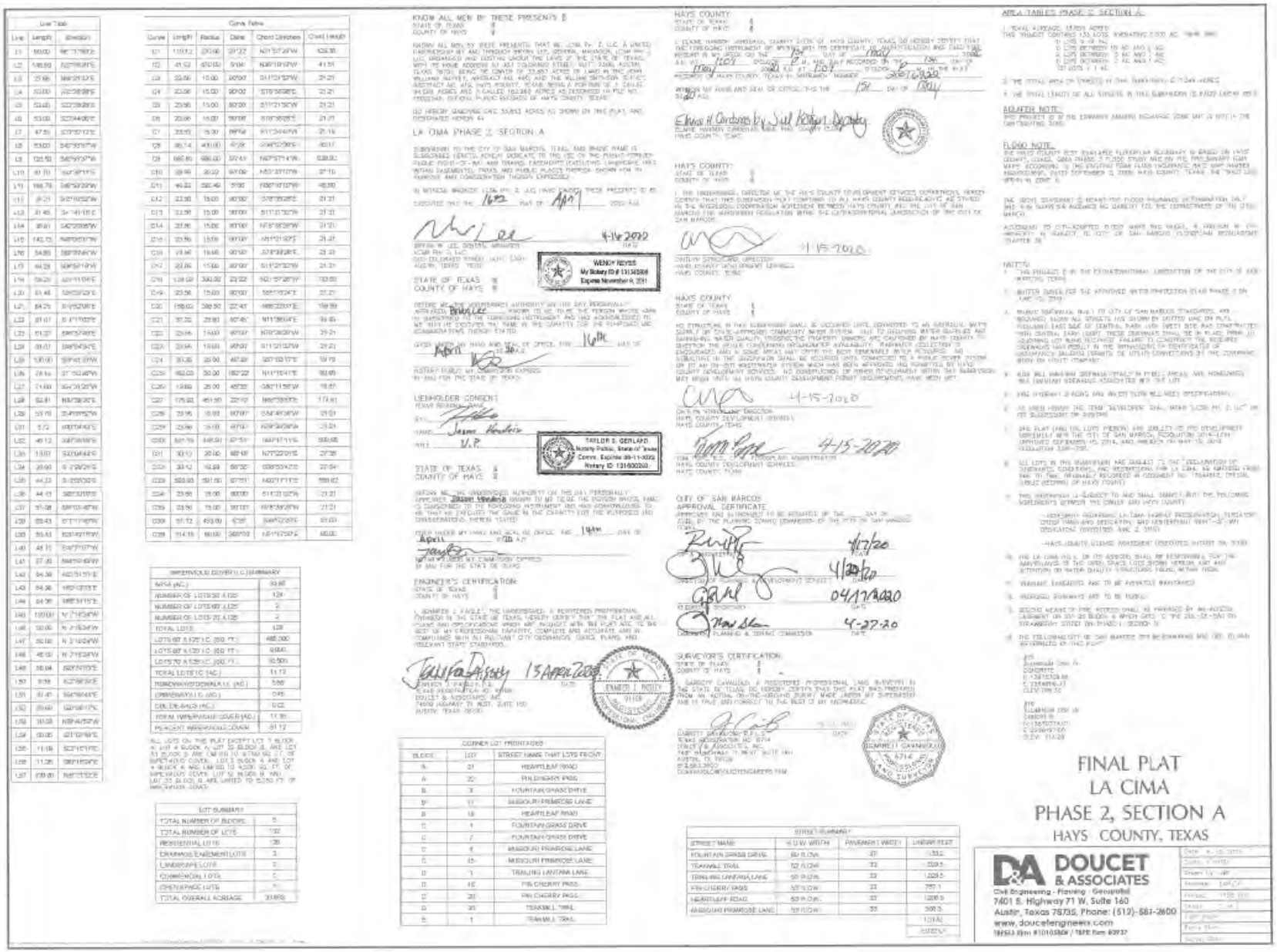
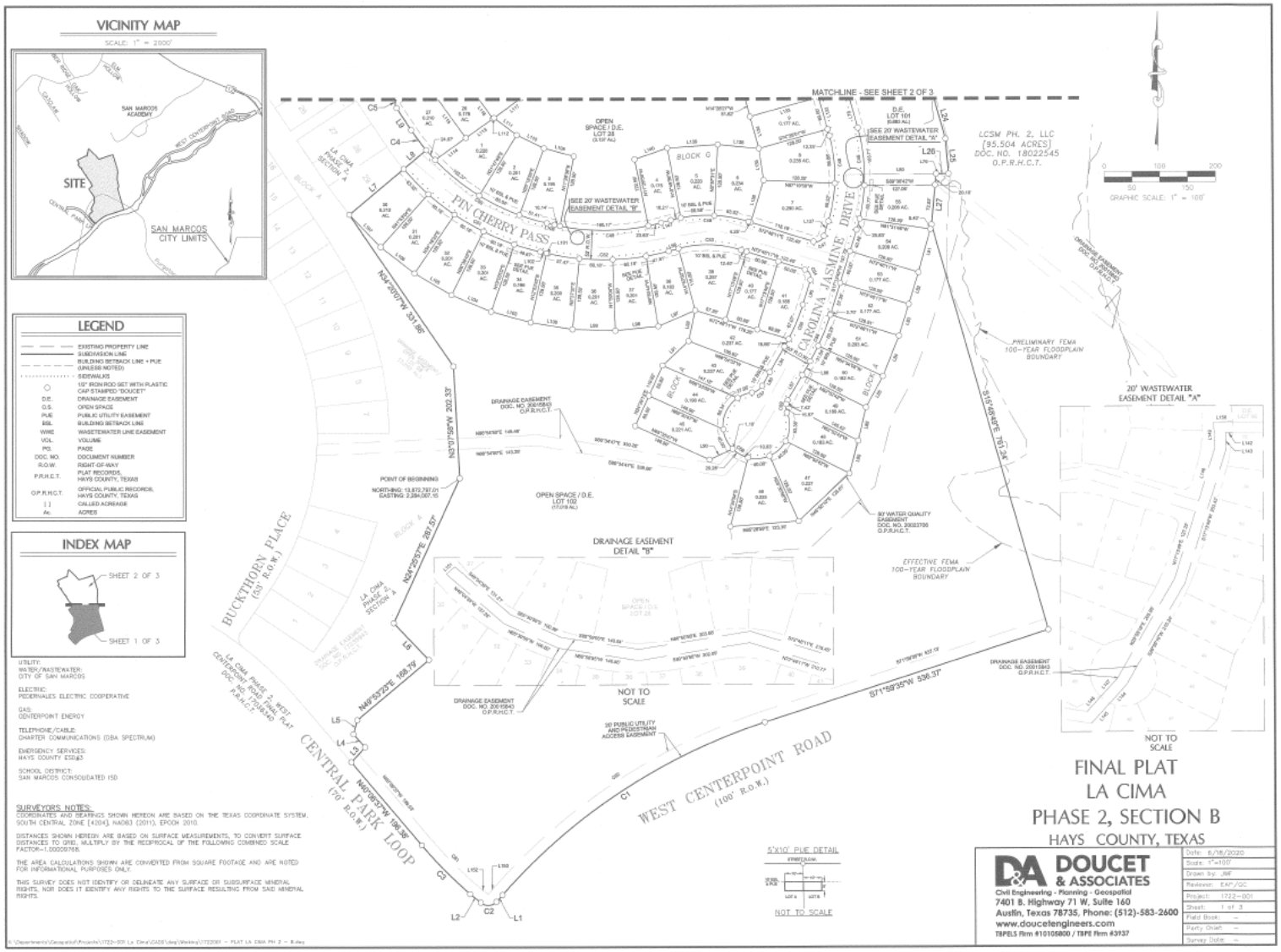
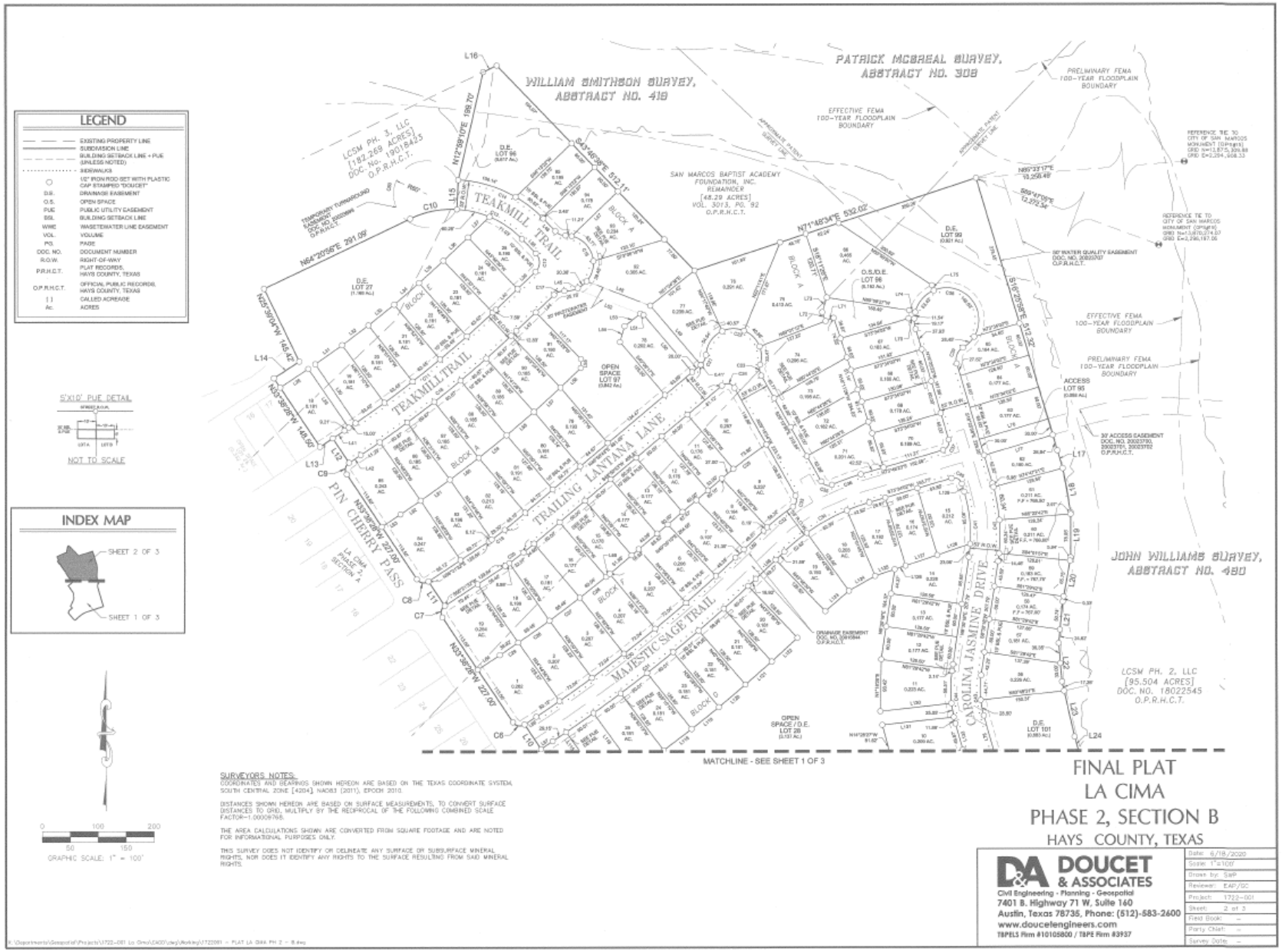
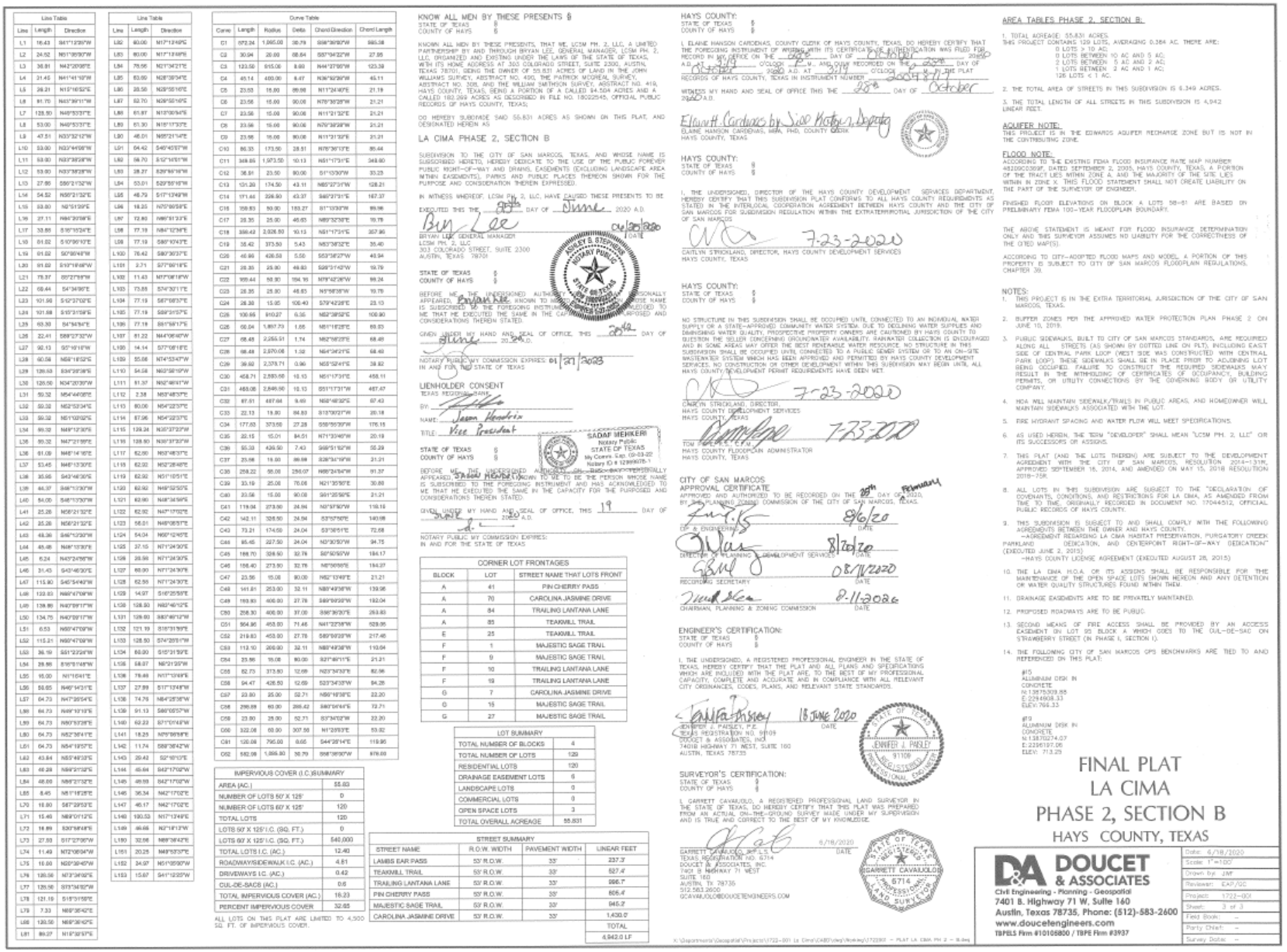

FINAL PLAT
LA CIMA
PHASE 2, SECTION A
HAYS COUNTY, TEXAS
DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W. Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com

EXHIBIT B-2 – FINAL PLAT FOR LA CIMA PHASE 2 - SECTION B




LEGEND
EXISTING PROPERTY LINE
SUBDIVISION LINE
BUILDING SETBACK LINE + PUE (UNLESS NOTED)
SIDEWALKS
1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "DOUCET"
D.E. DRAINAGE EASEMENT
O.S. OPEN SPACE
PUE PUBLIC UTILITY EASEMENT
BSL BUILDING SETBACK LINE
WWE WASTEWATER LINE EASEMENT
VOL. VOLUME
PG. PAGE
DOC. NO. DOCUMENT NUMBER
R.O.W. RIGHT-OF-WAY
P.R.H.C.T. PLAT RECORDS, HAYS COUNTY, TEXAS
O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
[ ] CALLED ACREAGE
Ac. ACRES
5'X10' PUE DETAIL
NOT TO SCALE
INDEX MAP
SHEET 2 OF 3
SHEET 1 OF 3
0 100 200
50 150
GRAPHIC SCALE: 1" = 100'
WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419
PATRICK MCBREAL SURVEY, ABSTRACT NO. 308
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
LCSM PH. 3, LLC (182.269 ACRES) DOC. NO. 19018425 O.P.R.H.C.T.
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. REMAINDER (48.29 ACRES) VOL. 3013, PG. 92 O.P.R.H.C.T.
LCSM PH. 2, LLC (95.504 ACRES) DOC. NO. 18022545 O.P.R.H.C.T.
TEAKMILL TRAIL
TRAILING LANTANA LANE
PIN CHERRY PASS
MAJESTIC SAGE TRAIL
CAROLINA JASMINE DRIVE
LA CIMA PASS 2, SECTION A
EFFECTIVE FEMA 100-YEAR FLOODPLAIN BOUNDARY
PRELIMINARY FEMA 100-YEAR FLOODPLAIN BOUNDARY
OPEN SPACE LOT 97 (5.842 Ac)
OPEN SPACE / D.E. LOT 28 (5.137 Ac)
ACCESS LOT 95 (0.889 Ac)
D.E. LOT 96 (5.877 Ac)
D.E. LOT 27 (1.199 Ac)
D.E. LOT 99 (0.821 Ac)
D.S./D.E. LOT 98 (5.192 Ac)
D.E. LOT 101 (0.880 Ac)
50' WATER QUALITY EASEMENT DOC. NO. 20020707 O.P.R.H.C.T.
30' ACCESS EASEMENT DOC. NO. 20023780, 20023781, 20023782 O.P.R.H.C.T.
DRAINAGE EASEMENT DOC. NO. 20010044 O.P.R.H.C.T.
MATCHLINE - SEE SHEET 1 OF 3
SURVEYORS NOTES:
COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83 (2011), EPOCH 2010.
DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE RECIPROCAL OF THE FOLLOWING COMBINED SCALE FACTOR=1.00009768.
THE AREA CALCULATIONS SHOWN ARE CONVERTED FROM SQUARE FOOTAGE AND ARE NOTED FOR INFORMATIONAL PURPOSES ONLY.
THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.
FINAL PLAT
LA CIMA
PHASE 2, SECTION B
HAYS COUNTY, TEXAS
DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPELS Firm #10105800 / TBPE Firm #3937
Date: 6/18/2020
Scale: 1"=100'
Drawn by: SaP
Reviewer: EAP/GC
Project: 1722-001
Sheet: 2 of 3
Field Book: --
Party Chief: --
Survey Date: --
20068717 Page 2 of 4



Line Table		
Line	Length	Direction
L1	16.43	S41°12'26"W
L2	24.52	N51°35'50"W
L3	36.81	N42°20'08"E
L4	31.45	N41°41'10"W
L5	39.21	N15°16'52"E
L6	91.70	N63°39'11"W
L7	128.50	N49°53'37"E
L8	53.00	N49°53'37"E
L9	47.51	N33°32'12"W
L10	53.00	N33°44'08"W
L11	53.00	N33°38'38"W
L12	53.00	N33°38'38"W
L13	27.66	S89°21'52"W
L14	54.52	N56°21'52"E
L15	53.00	N0°51'29"E
L16	27.11	N84°39'08"E
L17	33.88	S35°15'24"E
L18	61.02	S10°06'10"E
L19	61.02	S0°56'48"W
L20	91.02	S19°19'48"W
L21	78.37	S5°21'58"W
L22	68.44	S4°34'06"E
L23	101.98	S12°37'02"E
L24	101.98	S15°31'58"E
L25	63.30	S4°56'54"E
L26	22.41	S89°27'32"W
L27	92.13	S5°16'16"W
L28	60.58	N58°18'52"E
L29	120.53	S34°29'38"E
L30	126.56	N34°20'30"W
L31	59.32	N54°44'08"E
L32	59.32	N62°53'34"E
L33	59.32	N51°03'02"E
L34	99.32	N49°12'30"E
L35	99.32	N47°21'59"E
L36	91.09	N46°14'16"E
L37	53.45	N46°13'30"E
L38	30.66	S43°46'30"E
L39	44.37	S68°13'30"W
L40	54.00	S46°13'30"W
L41	25.28	N56°21'32"E
L42	25.28	N56°21'32"E
L43	48.36	S46°13'30"W
L44	45.48	N68°13'30"E
L45	6.24	N43°24'56"W
L46	31.43	S43°46'30"E
L47	115.80	S45°54'49"W
L48	122.03	N89°47'09"W
L49	139.80	N40°09'17"W
L50	134.75	N40°09'17"W
L51	6.53	N89°47'09"W
L52	115.21	N89°47'09"W
L53	36.19	S81°22'26"W
L54	28.86	S16°51'48"W
L55	95.00	N1°15'41"E
L56	58.65	N46°14'21"E
L57	64.73	N47°29'54"E
L58	64.73	N49°10'13"E
L59	64.73	N50°50'28"E
L60	64.73	N52°30'41"E
L61	64.73	N54°10'57"E
L62	43.84	N55°46'03"E
L63	46.29	N89°21'32"E
L64	46.66	N89°21'32"E
L65	8.45	N51°18'28"E
L70	18.80	S87°29'53"E
L71	15.46	N89°01'12"E
L72	18.89	S30°54'48"E
L73	27.50	S17°37'06"W
L74	11.49	N72°06'04"W
L75	18.00	N20°38'45"W
L76	126.56	N73°34'02"E
L77	126.56	S73°34'02"W
L78	121.19	S18°31'58"E
L79	7.33	N89°38'42"E
L80	120.56	N89°38'42"E
L81	89.27	N19°32'57"E

Line Table		
Line	Length	Direction
L82	60.00	N17°13'49"E
L83	60.00	N17°13'49"E
L84	75.56	N21°34'21"E
L85	63.69	N28°38'04"E
L86	28.58	N29°58'16"E
L87	52.70	N29°58'16"E
L88	61.97	N13°09'04"E
L89	61.30	N15°17'37"E
L90	46.01	N55°21'14"E
L91	64.42	S40°45'57"W
L92	66.70	S12°14'51"W
L93	38.27	S29°56'16"W
L94	53.01	S29°55'16"W
L95	46.79	S17°13'49"W
L96	18.25	N75°09'58"E
L97	12.80	N86°51'32"E
L98	17.19	N84°13'38"E
L99	17.19	S86°10'43"E
L100	76.42	S80°39'37"E
L101	2.71	S7°06'18"E
L102	11.43	N72°08'18"W
L103	73.88	S74°30'11"E
L104	77.19	S87°09'37"E
L105	77.19	S89°35'57"E
L106	77.19	S81°59'17"E
L107	61.22	N44°08'46"W
L108	14.14	S77°08'18"E
L109	55.08	N74°53'47"W
L110	54.58	N63°58'10"W
L111	91.37	N82°46'41"W
L112	2.38	N83°48'37"E
L113	60.06	N54°22'37"E
L114	67.96	N54°22'37"E
L115	129.24	N35°37'22"W
L116	128.50	N35°37'22"W
L117	62.60	N53°48'37"E
L118	62.92	N52°28'46"E
L119	62.92	N51°10'51"E
L120	62.92	N49°52'56"E
L121	62.92	N48°34'59"E
L122	62.92	N47°17'02"E
L123	58.01	N48°08'57"E
L124	54.04	N66°12'45"E
L125	37.15	N71°24'30"E
L126	28.56	N71°24'30"E
L127	68.90	N71°24'30"E
L128	62.56	N71°24'30"E
L129	14.97	S16°25'59"E
L130	128.50	N83°46'12"E
L131	128.50	S83°46'12"W
L132	121.19	S18°31'59"E
L133	128.50	S74°25'51"W
L134	68.00	S15°31'59"E
L135	68.07	N6°21'25"W
L136	78.48	N11°10'49"E
L137	27.89	S11°13'48"W
L138	74.76	N84°28'38"W
L139	91.13	S86°05'57"W
L140	62.22	S71°01'48"W
L141	18.25	N75°09'58"E
L142	11.74	S88°38'42"W
L143	20.42	S2°16'13"E
L144	45.64	S42°17'02"W
L145	46.59	S42°17'02"W
L146	36.34	N42°17'02"E
L147	46.17	N42°17'02"E
L148	180.53	N17°13'49"E
L149	46.66	N2°18'13"W
L150	32.56	N89°38'42"E
L151	20.25	N49°55'37"E
L152	34.97	N51°05'50"W
L153	15.67	S41°12'22"W

Curve Table					
Curve	Length	Radius	Delta	Chord Direction	Chord Length
C1	972.24	1,865.00	29.79	S66°39'09"W	985.38
C2	30.94	20.00	88.64	S57°04'22"W	27.95
C3	123.56	515.00	8.60	N44°37'09"W	123.39
C4	45.14	400.00	6.47	N36°52'39"W	45.11
C5	23.55	15.00	89.99	N11°24'40"E	21.19
C6	23.56	15.00	90.00	N78°35'28"W	21.21
C7	23.56	15.00	90.00	N11°21'32"E	21.21
C8	23.56	15.00	90.00	N78°38'28"W	21.21
C9	23.56	15.00	90.00	N11°21'32"E	21.21
C10	86.35	173.50	28.51	N78°36'13"E	85.44
C11	349.85	1,973.50	10.13	N51°17'31"E	349.40
C12	36.91	23.50	90.00	S1°13'30"W	33.23
C13	131.29	174.50	43.11	N85°27'31"W	128.21
C14	171.44	226.50	43.37	S46°27'31"E	167.37
C15	159.83	99.00	183.27	S1°13'30"W	99.98
C16	28.35	25.00	65.00	N89°32'30"E	19.79
C17	28.35	25.00	65.00	N89°32'30"E	19.79
C18	356.42	2,026.50	10.13	N51°17'31"E	357.96
C19	36.42	373.50	5.43	N53°38'32"E	35.40
C20	46.86	426.50	5.56	S53°36'27"W	46.84
C21	28.35	25.00	49.83	S28°31'43"W	19.79
C22	169.44	58.30	194.16	N76°42'26"W	99.24
C23	28.35	25.00	46.83	N5°36'36"W	19.79
C24	28.38	15.95	100.40	S79°42'28"E	23.13
C25	100.66	910.27	6.35	N82°38'52"E	100.60
C26	66.04	1,857.73	1.85	N81°18'28"E	66.83
C27	68.48	2,255.51	1.74	N82°56'22"E	68.48
C28	68.48	2,570.08	1.52	N84°34'27"E	68.48
C29	39.92	2,378.71	0.96	N85°52'41"E	39.92
C30	458.71	2,583.68	10.13	N51°17'31"E	458.11
C31	483.08	2,846.56	10.13	S51°17'31"W	467.47
C32	67.51	467.64	8.49	N68°46'32"E	67.43
C33	22.13	15.00	84.83	S13°30'21"W	20.18
C34	177.63	373.58	27.28	S55°55'39"W	176.15
C35	22.15	15.01	84.51	N71°33'46"W	20.19
C36	55.33	426.50	7.43	S68°51'52"W	55.29
C37	23.56	15.00	89.99	S28°34'19"W	21.21
C38	258.22	56.00	264.07	N88°24'44"W	91.37
C39	33.19	25.00	76.06	N21°35'50"E	30.88
C40	23.56	15.00	90.00	S81°25'50"E	21.21
C41	119.04	273.00	24.99	N0°53'50"W	118.15
C42	142.11	326.50	24.94	S3°57'55"E	140.98
C43	73.21	174.50	24.04	S3°36'51"E	72.68
C44	85.45	227.50	24.04	N3°36'50"W	84.75
C45	188.70	326.50	32.78	S0°50'50"W	184.17
C46	158.40	273.50	32.76	N0°56'56"E	154.27
C47	23.56	15.00	90.00	N52°13'49"E	21.21
C48	141.51	253.00	32.11	N89°49'38"W	139.98
C49	193.80	406.00	27.78	S89°59'29"W	192.04
C50	268.30	406.00	37.00	S66°36'07"E	263.53
C51	364.86	453.00	71.46	N41°22'38"W	329.05
C52	219.83	453.00	27.78	S89°59'29"W	217.46
C53	112.10	209.00	32.11	N89°49'38"W	110.64
C54	23.56	15.00	90.00	S27°46'11"E	21.21
C55	82.73	373.50	12.69	N23°34'33"E	82.56
C56	94.47	426.50	12.69	S23°34'33"W	94.28
C57	23.80	25.00	52.71	N89°16'58"E	22.20
C58	286.88	60.00	286.42	S60°04'44"E	72.71
C59	23.80	25.00	52.71	S37°43'02"W	22.20
C60	322.08	60.00	307.58	N1°29'03"E	53.92
C61	120.08	795.00	8.65	S44°25'14"E	119.96
C62	582.08	1,886.80	35.79	S68°39'50"W	579.69

IMPERVIOUS COVER (I.C.)SUMMARY	
AREA (AC.)	55.83
NUMBER OF LOTS 50' X 125'	0
NUMBER OF LOTS 60' X 125'	120
TOTAL LOTS	120
LOTS 50' X 125' I.C. (SQ. FT.)	0
LOTS 60' X 125' I.C. (SQ. FT.)	540,000
TOTAL LOTS I.C. (AC.)	12.40
ROADWAY/SIDEWALK I.C. (AC.)	4.81
DRIVEWAYS I.C. (AC.)	0.42
CUL-DE-SACS (AC.)	0.6
TOTAL IMPERVIOUS COVER (AC.)	18.23
PERCENT IMPERVIOUS COVER	32.65

ALL LOTS ON THIS PLAT ARE LIMITED TO 4,500 SQ. FT. OF IMPERVIOUS COVER.

KNOW ALL MEN BY THESE PRESENTS §
STATE OF TEXAS §
COUNTY OF HAYS §

KNOWN ALL MEN BY THESE PRESENTS, THAT WE, LCSM PH. 2, LLC, A LIMITED PARTNERSHIP BY AND THROUGH BRYAN LEE, GENERAL MANAGER, LCSM PH. 2, LLC, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 303 COLORADO STREET, SUITE 2300, AUSTIN, TEXAS 78701, BEING THE OWNER OF 55.831 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK MCGREAL SURVEY, ABSTRACT NO. 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 84.504 ACRES AND A CALLED 182.269 ACRES AS DESCRIBED IN FILE NO. 18022545, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS;

DO HEREBY SUBDIVIDE SAID 55.831 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS

LA CIMA PHASE 2, SECTION B

SUBDIVISION TO THE CITY OF SAN MARCOS, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT-OF-WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

IN WITNESS WHEREOF, LCSM PH. 2, LLC, HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS THE 28th DAY OF June 2020 A.D.

Bryan Lee 04/28/2020
BRYAN LEE, GENERAL MANAGER DATE
LCSM PH. 2, LLC
303 COLORADO STREET, SUITE 2300
AUSTIN, TEXAS 78701

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, Bryan Lee, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED AND FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 28th DAY OF June 2020 A.D.

NOTARY PUBLIC MY COMMISSION EXPIRES: 01/20/2023
IN AND FOR THE STATE OF TEXAS

ASLEY S. STEPHEN NOTARY PUBLIC STATE OF TEXAS COMM. EXP. 01-20-2023 NOTARY ID 131990078-7

LIENHOLDER CONSENT
TEXAS REGIONAL BANK

BY: _____
NAME: Jason Hendrix
TITLE: Vice President

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, Jason Hendrix KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 19 DAY OF June 2020 A.D.

NOTARY PUBLIC MY COMMISSION EXPIRES:
IN AND FOR THE STATE OF TEXAS

SADAF MEHKERI Notary Public STATE OF TEXAS My Comm. Exp. 09-03-22 Notary ID # 129869078-1

CORNER LOT FRONTAGES		
BLOCK	LOT	STREET NAME THAT LOTS FRONT
A	41	PIN CHERRY PASS
A	70	CAROLINA JASMINE DRIVE
A	84	TRAILING LANTANA LANE
A	85	TEAKMILL TRAIL
E	25	TEAKMILL TRAIL
F	1	MAJESTIC SAGE TRAIL
F	9	MAJESTIC SAGE TRAIL
F	10	TRAILING LANTANA LANE
F	19	TRAILING LANTANA LANE
G	7	CAROLINA JASMINE DRIVE
G	15	MAJESTIC SAGE TRAIL
G	27	MAJESTIC SAGE TRAIL

LOT SUMMARY	
TOTAL NUMBER OF BLOCKS	4
TOTAL NUMBER OF LOTS	129
RESIDENTIAL LOTS	120
DRAINAGE EASEMENT LOTS	6
LANDSCAPE LOTS	0
COMMERCIAL LOTS	0
OPEN SPACE LOTS	3
TOTAL OVERALL ACREAGE	55.831

STREET SUMMARY			
STREET NAME	R.O.W. WIDTH	PAVEMENT WIDTH	LINEAR FEET
LAMBS EAR PASS	50' R.O.W.	33'	237.3'
TEAKMILL TRAIL	50' R.O.W.	33'	527.4'
TRAILING LANTANA LANE	50' R.O.W.	33'	996.7'
PIN CHERRY PASS	50' R.O.W.	33'	606.4'
MAJESTIC SAGE TRAIL	50' R.O.W.	33'	945.2'
CAROLINA JASMINE DRIVE	50' R.O.W.	33'	1,430.0'
			TOTAL
			4,942.0 LF

HAYS COUNTY:
STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 28th DAY OF October 2020 A.D. AT 2:11 O'CLOCK P.M. AND DULY RECORDED ON THE 29th DAY OF October 2020 A.D. AT 2:11 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER 20048717

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 28th DAY OF October 2020 A.D.

Elaine H. Cardenas by Sue Kothera, Deputy
ELAINE HANSON CARDENAS, MBA, MPA, PHD, COUNTY CLERK
HAYS COUNTY, TEXAS

HAYS COUNTY:
STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS

7-23-2020
CAITLIN STRICKLAND, DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES
HAYS COUNTY, TEXAS

HAYS COUNTY:
STATE OF TEXAS §
COUNTY OF HAYS §

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

7-23-2020
CARLON STRICKLAND, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES
HAYS COUNTY, TEXAS

7-23-2020
TOM HOMFELDT
HAYS COUNTY FLOODPLAIN ADMINISTRATOR
HAYS COUNTY, TEXAS

CITY OF SAN MARCOS
APPROVAL CERTIFICATE
APPROVED AND AUTHORIZED TO BE RECORDED ON THE 28th DAY OF February 2020, BY THE PLANNING ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

6/6/20
DIR. OF ENGINEERING DATE

8/10/20
DIRECTOR OF PLANNING & DEVELOPMENT SERVICES DATE

08/11/2020
RECORDING SECRETARY DATE

8-11-2020
CHAIRMAN, PLANNING & ZONING COMMISSION DATE

ENGINEER'S CERTIFICATION:
STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPABILITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

18 JUNE 2020
JENNIFER D. PARSLEY, P.E. DATE
TEXAS REGISTRATION NO. 91109
DOUCET & ASSOCIATES, INC.
7401B HIGHWAY 71 WEST, SUITE 160
AUSTIN, TEXAS 78735

STATE OF TEXAS JENNIFER J. PARSLEY 91109 LICENSED PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:
STATE OF TEXAS §
COUNTY OF HAYS §

I, GARRETT CAVAIUOLO, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

6/18/2020
GARRETT CAVAIUOLO, R.P.L.S. DATE
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES, INC.
7401 B HIGHWAY 71 WEST
SUITE 160
AUSTIN, TX 78735
512.583.2600
GCAVAIUOLO@DOUCETENGINEERS.COM

STATE OF TEXAS GARRETT CAVAIUOLO 6714 REGISTERED PROFESSIONAL LAND SURVEYOR

AREA TABLES PHASE 2, SECTION B:

1. TOTAL ACREAGE: 55.831 ACRES.
THIS PROJECT CONTAINS 129 LOTS, AVERAGING 0.384 AC. THERE ARE:
0 LOTS > 10 AC.
0 LOTS BETWEEN 10 AC AND 5 AC.
2 LOTS BETWEEN 5 AC AND 2 AC.
1 LOTS BETWEEN .2 AC AND 1 AC.
126 LOTS < 1 AC.

2. THE TOTAL AREA OF STREETS IN THIS SUBDIVISION IS 6.349 ACRES.

3. THE TOTAL LENGTH OF ALL STREETS IN THIS SUBDIVISION IS 4,942 LINEAR FEET.

AQUIFER NOTE:
THIS PROJECT IS IN THE EDWARDS AQUIFER RECHARGE ZONE BUT IS NOT IN THE CONTRIBUTING ZONE.

FLOOD NOTE:
ACCORDING TO THE EXISTING FEMA FLOOD INSURANCE RATE MAP NUMBER 48209C0309F, DATED SEPTEMBER 2, 2005, HAYS COUNTY, TEXAS, A PORTION OF THE TRACT LIES WITHIN ZONE A, AND THE MAJORITY OF THE SITE LIES WITHIN IN ZONE X. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OF ENGINEER.

FINISHED FLOOR ELEVATIONS ON BLOCK A LOTS 58-61 ARE BASED ON PRELIMINARY FEMA 100-YEAR FLOODPLAIN BOUNDARY.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).

ACCORDING TO CITY-ADOPTED FLOOD MAPS AND MODEL, A PORTION OF THIS PROPERTY IS SUBJECT TO CITY OF SAN MARCOS FLOODPLAIN REGULATIONS, CHAPTER 39.

NOTES:
1. THIS PROJECT IS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS, TEXAS.
2. BUFFER ZONES PER THE APPROVED WATER PROTECTION PLAN PHASE 2 ON JUNE 10, 2019.
3. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG ALL STREETS (AS SHOWN BY DOTTED LINE ON PLAT), INCLUDING EAST SIDE OF CENTRAL PARK LOOP (WEST SIDE WAS CONSTRUCTED WITH CENTRAL PARK LOOP). THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO ACCEPTING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY.
4. HOA WILL MAINTAIN SIDEWALK/TRAILS IN PUBLIC AREAS, AND HOMEOWNER WILL MAINTAIN SIDEWALKS ASSOCIATED WITH THE LOT.
5. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET SPECIFICATIONS.
6. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "LCSM PH. 2, LLC" OR ITS SUCCESSORS OR ASSIGNS.
7. THIS PLAT (AND THE LOTS THEREIN) ARE SUBJECT TO THE DEVELOPMENT AGREEMENT WITH THE CITY OF SAN MARCOS, RESOLUTION 2014-13R, APPROVED SEPTEMBER 16, 2014, AND AMENDED ON MAY 15, 2018 RESOLUTION 2018-75R.
8. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LA CIMA, AS AMENDED FROM TIME TO TIME, ORIGINALLY RECORDED IN DOCUMENT NO. 17044512, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY.
9. THIS SUBDIVISION IS SUBJECT TO AND SHALL COMPLY WITH THE FOLLOWING AGREEMENTS BETWEEN THE OWNER AND HAYS COUNTY:
—AGREEMENT REGARDING LA CIMA HABITAT PRESERVATION, PURGATORY CREEK PARKLAND DEDICATION, AND CENTERPOINT RIGHT-OF-WAY DEDICATION" (EXECUTED JUNE 2, 2015)
—HAYS COUNTY LICENSE AGREEMENT (EXECUTED AUGUST 28, 2015)
10. THE LA CIMA H.O.A. OR ITS ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE LOTS SHOWN HEREON AND ANY DETENTION OR WATER QUALITY STRUCTURES FOUND WITHIN THEM.
11. DRAINAGE EASEMENTS ARE TO BE PRIVATELY MAINTAINED.
12. PROPOSED ROADWAYS ARE TO BE PUBLIC.
13. SECOND MEANS OF FIRE ACCESS SHALL BE PROVIDED BY AN ACCESS EASEMENT ON LOT 93 BLOCK A WHICH GOES TO THE CUL-DE-SAC ON STRAWBERRY STREET (IN PHASE 1, SECTION 1).
14. THE FOLLOWING CITY OF SAN MARCOS GPS BENCHMARKS ARE TIED TO AND REFERENCED ON THIS PLAT:

#15
ALUMINUM DISK IN CONCRETE
N: 13875309.85
E: 2294908.33
ELEV: 766.33

#19
ALUMINUM DISK IN CONCRETE
N: 13870274.67
E: 2295197.06
ELEV: 713.29

FINAL PLAT
LA CIMA
PHASE 2, SECTION B
HAYS COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetengineers.com
TBPELS Firm #10105800 / TBPE Firm #3937

Date:	6/18/2020
Scale:	1"=100'
Drawn by:	JMF
Reviewer:	EAP/GC
Project:	1722-001
Sheet:	3 of 3
Field Book:	–
Party Chief:	–
Survey Date:	–

20048717 Page 3 of 4

X:\Departments\Geospatial\Projects\1722-001 La Cima\CAD\dwg\Working\1722B2 – PLAT LA CIMA PH 2 – B.dwg

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20048717 PLAT
10/28/2020 03:19:22 PM Total Fees: $171.00

Elaine H. Cárdenas, MBA, PhD,County Clerk
Hays County, Texas

EXHIBIT C – HOMEBUYER DISCLOSURES

Homebuyer Disclosures for the following Lot Types are contained in this exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7

[Remainder of page intentionally left blank.]

LOT TYPE 1 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS
HAYS COUNTY, TEXAS

CONCERNING THE PROPERTY AT:

_____

STREET ADDRESS

PRINCIPAL SPECIAL ASSESSMENT: $19,951.34

As the purchaser of the real property located at the street address set forth above, you are obligated to pay Special Assessments to Hays County, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***La Cima Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE SPECIAL ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $19,951.34, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the Special Assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any Special Assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Lot Type 1 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #1				
Installments Due 1/31	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2022	$ 125.48	$ 583.39	$ 20.77	$ 16.90	$ 25.35	$ 232.40	$ 428.32	$ 57.56	$ 29.13	$ 1,519.29
2023	$ 148.72	$ 575.55	$ 21.18	$ 2.15	$ 39.46	$ 232.40	$ 422.51	$ 56.40	$ 29.75	$ 1,528.12
2024	$ 160.34	$ 566.26	$ 21.60	$ -	$ 40.87	$ 232.40	$ 416.70	$ 55.23	$ 30.35	$ 1,523.75
2025	$ 171.96	$ 556.23	$ 22.04	$ -	$ 40.07	$ 232.40	$ 410.89	$ 54.07	$ 30.96	$ 1,518.61
2026	$ 183.57	$ 545.49	$ 22.48	$ -	$ 39.21	$ 247.89	$ 405.08	$ 52.91	$ 31.58	$ 1,528.20
2027	$ 195.19	$ 534.01	$ 22.93	$ -	$ 38.29	$ 247.89	$ 397.02	$ 51.67	$ 32.21	$ 1,519.21
2028	$ 209.13	$ 521.81	$ 23.39	$ -	$ 37.31	$ 263.39	$ 388.96	$ 50.43	$ 32.85	$ 1,527.27
2029	$ 225.40	$ 507.17	$ 23.85	$ -	$ 36.26	$ 263.39	$ 380.40	$ 49.11	$ 33.51	$ 1,519.10
2030	$ 241.67	$ 491.40	$ 24.33	$ -	$ 35.14	$ 278.88	$ 371.84	$ 47.80	$ 34.18	$ 1,525.23
2031	$ 260.26	$ 474.48	$ 24.82	$ -	$ 33.93	$ 278.88	$ 362.78	$ 46.40	$ 34.86	$ 1,516.41
2032	$ 278.85	$ 456.26	$ 25.31	$ -	$ 32.62	$ 294.37	$ 352.32	$ 45.01	$ 35.56	$ 1,520.31
2033	$ 299.76	$ 436.74	$ 25.82	$ -	$ 31.23	$ 309.87	$ 341.28	$ 43.54	$ 36.27	$ 1,524.51
2034	$ 323.00	$ 415.76	$ 26.34	$ -	$ 29.73	$ 309.87	$ 329.66	$ 41.99	$ 37.00	$ 1,513.34
2035	$ 346.23	$ 393.15	$ 26.86	$ -	$ 28.11	$ 325.36	$ 318.04	$ 40.44	$ 37.74	$ 1,515.93
2036	$ 371.79	$ 368.91	$ 27.40	$ -	$ 26.38	$ 340.86	$ 305.84	$ 38.81	$ 38.49	$ 1,518.48
2037	$ 399.68	$ 342.89	$ 27.95	$ -	$ 24.52	$ 356.35	$ 293.06	$ 37.11	$ 39.26	$ 1,520.81
2038	$ 429.89	$ 314.91	$ 28.51	$ -	$ 22.52	$ 371.84	$ 279.69	$ 35.32	$ 40.05	$ 1,522.73
2039	$ 462.42	$ 284.82	$ 29.08	$ -	$ 20.37	$ 387.34	$ 265.75	$ 33.47	$ 40.85	$ 1,524.08
2040	$ 497.28	$ 252.45	$ 29.66	$ -	$ 18.05	$ 402.83	$ 251.23	$ 31.53	$ 41.66	$ 1,524.68
2041	$ 534.46	$ 217.64	$ 30.25	$ -	$ 15.56	$ 418.32	$ 236.12	$ 29.51	$ 42.50	$ 1,524.37
2042	$ 576.28	$ 180.23	$ 30.86	$ -	$ 12.89	$ 433.82	$ 219.39	$ 27.42	$ 43.35	$ 1,524.22
2043	$ 618.11	$ 139.89	$ 31.47	$ -	$ 10.00	$ 449.31	$ 202.03	$ 25.25	$ 44.21	$ 1,520.28
2044	$ 664.58	$ 96.62	$ 32.10	$ -	$ 6.91	$ 464.80	$ 184.06	$ 23.01	$ 45.10	$ 1,517.18
2045	$ 715.69	$ 50.10	$ 32.75	$ -	$ 3.58	$ 480.30	$ 165.47	$ 20.68	$ 46.00	$ 1,514.57
2046	$ -	$ -	$ -	$ -	$ -	$ 1,162.01	$ 146.26	$ 18.28	$ 46.92	$ 1,373.47
2047	$ -	$ -	$ -	$ -	$ -	$ 1,223.98	$ 99.78	$ 12.47	$ 47.86	$ 1,384.09
2048	$ -	$ -	$ -	$ -	$ -	$ 1,270.46	$ 50.82	$ 6.35	$ 48.82	$ 1,376.45
Totals	**$ 8,439.74**	**$ 9,306.17**	**$ 631.73**	**$ 19.05**	**$ 648.34**	**$ 11,511.60**	**$ 8,025.28**	**$ 1,031.78**	**$ 1,030.99**	**$ 40,644.67**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 2 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS
HAYS COUNTY, TEXAS

CONCERNING THE PROPERTY AT:

_____

STREET ADDRESS

PRINCIPAL SPECIAL ASSESSMENT: $24,423.21

As the purchaser of the real property located at the street address set forth above, you are obligated to pay Special Assessments to Hays County, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***La Cima Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE SPECIAL ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $24,423.21, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the Special Assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any Special Assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Lot Type 2 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment											
	Major Improvement Area					Neighborhod Improvement Area #1				
Installments Due 1/31	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2022	$ 153.61	$ 714.15	$ 25.42	$ 20.68	$ 31.03	$ 284.49	$ 524.32	$ 70.46	$ 35.66	$ 1,859.82
2023	$ 182.05	$ 704.55	$ 25.93	$ 2.63	$ 48.31	$ 284.49	$ 517.20	$ 69.04	$ 36.42	$ 1,870.63
2024	$ 196.27	$ 693.17	$ 26.45	$ -	$ 50.03	$ 284.49	$ 510.09	$ 67.61	$ 37.15	$ 1,865.27
2025	$ 210.50	$ 680.91	$ 26.98	$ -	$ 49.05	$ 284.49	$ 502.98	$ 66.19	$ 37.90	$ 1,858.99
2026	$ 224.72	$ 667.75	$ 27.52	$ -	$ 47.99	$ 303.46	$ 495.87	$ 64.77	$ 38.65	$ 1,870.73
2027	$ 238.94	$ 653.71	$ 28.07	$ -	$ 46.87	$ 303.46	$ 486.01	$ 63.25	$ 39.43	$ 1,859.72
2028	$ 256.01	$ 638.77	$ 28.63	$ -	$ 45.67	$ 322.42	$ 476.14	$ 61.73	$ 40.21	$ 1,869.60
2029	$ 275.92	$ 620.85	$ 29.20	$ -	$ 44.39	$ 322.42	$ 465.66	$ 60.12	$ 41.02	$ 1,859.59
2030	$ 295.83	$ 601.54	$ 29.78	$ -	$ 43.01	$ 341.39	$ 455.19	$ 58.51	$ 41.84	$ 1,867.09
2031	$ 318.59	$ 580.83	$ 30.38	$ -	$ 41.53	$ 341.39	$ 444.09	$ 56.80	$ 42.68	$ 1,856.29
2032	$ 341.35	$ 558.53	$ 30.99	$ -	$ 39.94	$ 360.36	$ 431.29	$ 55.10	$ 43.53	$ 1,861.07
2033	$ 366.95	$ 534.63	$ 31.61	$ -	$ 38.23	$ 379.32	$ 417.78	$ 53.29	$ 44.40	$ 1,866.21
2034	$ 395.39	$ 508.95	$ 32.24	$ -	$ 36.39	$ 379.32	$ 403.55	$ 51.40	$ 45.29	$ 1,852.52
2035	$ 423.84	$ 481.27	$ 32.88	$ -	$ 34.41	$ 398.29	$ 389.33	$ 49.50	$ 46.19	$ 1,855.71
2036	$ 455.13	$ 451.60	$ 33.54	$ -	$ 32.29	$ 417.25	$ 374.39	$ 47.51	$ 47.12	$ 1,858.83
2037	$ 489.26	$ 419.74	$ 34.21	$ -	$ 30.01	$ 436.22	$ 358.74	$ 45.42	$ 48.06	$ 1,861.67
2038	$ 526.24	$ 385.49	$ 34.90	$ -	$ 27.56	$ 455.19	$ 342.39	$ 43.24	$ 49.02	$ 1,864.03
2039	$ 566.07	$ 348.66	$ 35.59	$ -	$ 24.93	$ 474.15	$ 325.32	$ 40.97	$ 50.00	$ 1,865.69
2040	$ 608.73	$ 309.03	$ 36.31	$ -	$ 22.10	$ 493.12	$ 307.53	$ 38.60	$ 51.00	$ 1,866.41
2041	$ 654.25	$ 266.42	$ 37.03	$ -	$ 19.05	$ 512.08	$ 289.04	$ 36.13	$ 52.02	$ 1,866.03
2042	$ 705.45	$ 220.62	$ 37.77	$ -	$ 15.78	$ 531.05	$ 268.56	$ 33.57	$ 53.06	$ 1,865.86
2043	$ 756.65	$ 171.24	$ 38.53	$ -	$ 12.24	$ 550.02	$ 247.32	$ 30.91	$ 54.12	$ 1,861.04
2044	$ 813.54	$ 118.28	$ 39.30	$ -	$ 8.46	$ 568.98	$ 225.32	$ 28.16	$ 55.21	$ 1,857.24
2045	$ 876.13	$ 61.33	$ 40.08	$ -	$ 4.39	$ 587.95	$ 202.56	$ 25.32	$ 56.31	$ 1,854.06
2046	$ -	$ -	$ -	$ -	$ -	$ 1,422.46	$ 179.04	$ 22.38	$ 57.44	$ 1,681.31
2047	$ -	$ -	$ -	$ -	$ -	$ 1,498.32	$ 122.14	$ 15.27	$ 58.58	$ 1,694.31
2048	$ -	$ -	$ -	$ -	$ -	$ 1,555.22	$ 62.21	$ 7.78	$ 59.76	$ 1,684.96
Totals	**$ 10,331.42**	**$ 11,392.03**	**$ 773.32**	**$ 23.32**	**$ 793.66**	**$ 14,091.79**	**$ 9,824.05**	**$ 1,263.05**	**$ 1,262.08**	**$ 49,754.70**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 3 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS
HAYS COUNTY, TEXAS

CONCERNING THE PROPERTY AT:

_____

STREET ADDRESS

PRINCIPAL SPECIAL ASSESSMENT: $29,518.47

As the purchaser of the real property located at the street address set forth above, you are obligated to pay Special Assessments to Hays County, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***La Cima Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE SPECIAL ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $29,518.47, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the Special Assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any Special Assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Lot Type 3 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment											
	Major Improvement Area					Neighborhod Improvement Area #1				
Installments Due 1/31	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2022	$ 145.38	$ 675.89	$ 23.69	$ 19.58	$ 29.36	$ 398.53	$ 734.49	$ 98.70	$ 49.96	$ 2,175.59
2023	$ 172.30	$ 666.81	$ 24.16	$ 2.49	$ 45.72	$ 398.53	$ 724.53	$ 96.71	$ 51.02	$ 2,182.28
2024	$ 185.76	$ 656.04	$ 24.64	$ -	$ 47.35	$ 398.53	$ 714.56	$ 94.72	$ 52.04	$ 2,173.65
2025	$ 199.22	$ 644.43	$ 25.14	$ -	$ 46.42	$ 398.53	$ 704.60	$ 92.72	$ 53.09	$ 2,164.15
2026	$ 212.68	$ 631.98	$ 25.64	$ -	$ 45.42	$ 425.10	$ 694.64	$ 90.73	$ 54.15	$ 2,180.34
2027	$ 226.14	$ 618.69	$ 26.15	$ -	$ 44.36	$ 425.10	$ 680.82	$ 88.61	$ 55.23	$ 2,165.10
2028	$ 242.29	$ 604.55	$ 26.68	$ -	$ 43.23	$ 451.67	$ 667.01	$ 86.48	$ 56.33	$ 2,178.24
2029	$ 261.14	$ 587.59	$ 27.21	$ -	$ 42.01	$ 451.67	$ 652.33	$ 84.22	$ 57.46	$ 2,163.64
2030	$ 279.99	$ 569.31	$ 27.75	$ -	$ 40.71	$ 478.24	$ 637.65	$ 81.96	$ 58.61	$ 2,174.22
2031	$ 301.52	$ 549.71	$ 28.31	$ -	$ 39.31	$ 478.24	$ 622.11	$ 79.57	$ 59.78	$ 2,158.55
2032	$ 323.06	$ 528.61	$ 28.88	$ -	$ 37.80	$ 504.80	$ 604.17	$ 77.18	$ 60.98	$ 2,165.48
2033	$ 347.29	$ 505.99	$ 29.45	$ -	$ 36.18	$ 531.37	$ 585.24	$ 74.66	$ 62.20	$ 2,172.39
2034	$ 374.21	$ 481.68	$ 30.04	$ -	$ 34.44	$ 531.37	$ 565.32	$ 72.00	$ 63.44	$ 2,152.51
2035	$ 401.13	$ 455.49	$ 30.64	$ -	$ 32.57	$ 557.94	$ 545.39	$ 69.34	$ 64.71	$ 2,157.21
2036	$ 430.75	$ 427.41	$ 31.26	$ -	$ 30.56	$ 584.51	$ 524.47	$ 66.55	$ 66.00	$ 2,161.51
2037	$ 463.05	$ 397.26	$ 31.88	$ -	$ 28.40	$ 611.08	$ 502.55	$ 63.63	$ 67.33	$ 2,165.17
2038	$ 498.05	$ 364.84	$ 32.52	$ -	$ 26.09	$ 637.65	$ 479.63	$ 60.58	$ 68.67	$ 2,168.03
2039	$ 535.74	$ 329.98	$ 33.17	$ -	$ 23.59	$ 664.22	$ 455.72	$ 57.39	$ 70.04	$ 2,169.85
2040	$ 576.12	$ 292.48	$ 33.83	$ -	$ 20.91	$ 690.79	$ 430.81	$ 54.07	$ 71.45	$ 2,170.45
2041	$ 619.20	$ 252.15	$ 34.51	$ -	$ 18.03	$ 717.35	$ 404.91	$ 50.61	$ 72.87	$ 2,169.64
2042	$ 667.66	$ 208.80	$ 35.20	$ -	$ 14.93	$ 743.92	$ 376.21	$ 47.03	$ 74.33	$ 2,168.09
2043	$ 716.12	$ 162.07	$ 35.90	$ -	$ 11.59	$ 770.49	$ 346.46	$ 43.31	$ 75.82	$ 2,161.75
2044	$ 769.96	$ 111.94	$ 36.62	$ -	$ 8.00	$ 797.06	$ 315.64	$ 39.45	$ 77.34	$ 2,156.01
2045	$ 829.18	$ 58.04	$ 37.35	$ -	$ 4.15	$ 823.63	$ 283.75	$ 35.47	$ 78.88	$ 2,150.46
2046	$ -	$ -	$ -	$ -	$ -	$ 1,992.65	$ 250.81	$ 31.35	$ 80.46	$ 2,355.27
2047	$ -	$ -	$ -	$ -	$ -	$ 2,098.93	$ 171.10	$ 21.39	$ 82.07	$ 2,373.48
2048	$ -	$ -	$ -	$ -	$ -	$ 2,178.63	$ 87.15	$ 10.89	$ 83.71	$ 2,360.38
Totals	**$ 9,777.94**	**$ 10,781.74**	**$ 720.63**	**$ 22.07**	**$ 751.14**	**$ 19,740.53**	**$ 13,762.05**	**$ 1,769.34**	**$ 1,767.98**	**$ 59,093.42**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 4 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS
HAYS COUNTY, TEXAS

CONCERNING THE PROPERTY AT:

_____

STREET ADDRESS

PRINCIPAL SPECIAL ASSESSMENT: $33,786.19

As the purchaser of the real property located at the street address set forth above, you are obligated to pay Special Assessments to Hays County, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***La Cima Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE SPECIAL ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $33,786.19, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the Special Assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any Special Assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Lot Type 4 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment											
	Major Improvement Area					Neighborhod Improvement Area #1				
Installments Due 1/31	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2022	$ 166.39	$ 773.61	$ 27.11	$ 22.41	$ 33.61	$ 456.15	$ 840.68	$ 112.97	$ 57.18	$ 2,490.12
2023	$ 197.21	$ 763.21	$ 27.65	$ 2.85	$ 52.33	$ 456.15	$ 829.28	$ 110.69	$ 58.40	$ 2,497.78
2024	$ 212.62	$ 750.89	$ 28.21	$ -	$ 54.20	$ 456.15	$ 817.88	$ 108.41	$ 59.57	$ 2,487.92
2025	$ 228.02	$ 737.60	$ 28.77	$ -	$ 53.13	$ 456.15	$ 806.47	$ 106.13	$ 60.76	$ 2,477.04
2026	$ 243.43	$ 723.35	$ 29.35	$ -	$ 51.99	$ 486.56	$ 795.07	$ 103.85	$ 61.98	$ 2,495.57
2027	$ 258.84	$ 708.13	$ 29.93	$ -	$ 50.77	$ 486.56	$ 779.25	$ 101.42	$ 63.22	$ 2,478.13
2028	$ 277.33	$ 691.96	$ 30.53	$ -	$ 49.48	$ 516.97	$ 763.44	$ 98.98	$ 64.48	$ 2,493.17
2029	$ 298.90	$ 672.54	$ 31.14	$ -	$ 48.09	$ 516.97	$ 746.64	$ 96.40	$ 65.77	$ 2,476.45
2030	$ 320.46	$ 651.62	$ 31.77	$ -	$ 46.59	$ 547.38	$ 729.84	$ 93.81	$ 67.08	$ 2,488.56
2031	$ 345.12	$ 629.19	$ 32.40	$ -	$ 44.99	$ 547.38	$ 712.05	$ 91.08	$ 68.43	$ 2,470.63
2032	$ 369.77	$ 605.03	$ 33.05	$ -	$ 43.26	$ 577.79	$ 691.52	$ 88.34	$ 69.79	$ 2,478.56
2033	$ 397.50	$ 579.15	$ 33.71	$ -	$ 41.41	$ 608.20	$ 669.85	$ 85.45	$ 71.19	$ 2,486.47
2034	$ 428.31	$ 551.32	$ 34.39	$ -	$ 39.42	$ 608.20	$ 647.05	$ 82.41	$ 72.61	$ 2,463.71
2035	$ 459.13	$ 521.34	$ 35.07	$ -	$ 37.28	$ 638.61	$ 624.24	$ 79.37	$ 74.07	$ 2,469.11
2036	$ 493.02	$ 489.20	$ 35.77	$ -	$ 34.98	$ 669.02	$ 600.29	$ 76.18	$ 75.55	$ 2,474.01
2037	$ 530.00	$ 454.69	$ 36.49	$ -	$ 32.51	$ 699.43	$ 575.20	$ 72.83	$ 77.06	$ 2,478.21
2038	$ 570.06	$ 417.59	$ 37.22	$ -	$ 29.86	$ 729.84	$ 548.98	$ 69.33	$ 78.60	$ 2,481.48
2039	$ 613.20	$ 377.69	$ 37.96	$ -	$ 27.01	$ 760.25	$ 521.61	$ 65.69	$ 80.17	$ 2,483.57
2040	$ 659.42	$ 334.76	$ 38.72	$ -	$ 23.94	$ 790.66	$ 493.10	$ 61.88	$ 81.78	$ 2,484.26
2041	$ 708.72	$ 288.60	$ 39.50	$ -	$ 20.64	$ 821.07	$ 463.45	$ 57.93	$ 83.41	$ 2,483.31
2042	$ 764.19	$ 238.99	$ 40.29	$ -	$ 17.09	$ 851.48	$ 430.60	$ 53.83	$ 85.08	$ 2,481.55
2043	$ 819.65	$ 185.50	$ 41.09	$ -	$ 13.26	$ 881.89	$ 396.55	$ 49.57	$ 86.78	$ 2,474.29
2044	$ 881.28	$ 128.12	$ 41.92	$ -	$ 9.16	$ 912.30	$ 361.27	$ 45.16	$ 88.52	$ 2,467.72
2045	$ 949.04	$ 66.43	$ 42.75	$ -	$ 4.75	$ 942.71	$ 324.78	$ 40.60	$ 90.29	$ 2,461.35
2046	$ -	$ -	$ -	$ -	$ -	$ 2,280.75	$ 287.07	$ 35.88	$ 92.09	$ 2,695.79
2047	$ -	$ -	$ -	$ -	$ -	$ 2,402.39	$ 195.84	$ 24.48	$ 93.93	$ 2,716.64
2048	$ -	$ -	$ -	$ -	$ -	$ 2,493.61	$ 99.74	$ 12.47	$ 95.81	$ 2,701.64
Totals	**$ 11,191.61**	**$ 12,340.54**	**$ 824.82**	**$ 25.26**	**$ 859.74**	**$ 22,594.58**	**$ 15,751.74**	**$ 2,025.15**	**$ 2,023.60**	**$ 67,637.04**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 5 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS
HAYS COUNTY, TEXAS

CONCERNING THE PROPERTY AT:

_____

STREET ADDRESS

PRINCIPAL SPECIAL ASSESSMENT: $25,539.74

As the purchaser of the real property located at the street address set forth above, you are obligated to pay Special Assessments to Hays County, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***La Cima Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE SPECIAL ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $25,539.74, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the Special Assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any Special Assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Lot Type 5 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment											
	Major Improvement Area					Neighborhod Improvement Area #2				
Installments Due 1/31	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2022	$ 94.70	$ 440.28	$ 15.41	$ 12.74	$ 19.11	$ 343.95	$ 719.34	$ 95.85	$ 46.39	$ 1,787.77
2023	$ 112.23	$ 434.36	$ 15.72	$ 1.62	$ 29.75	$ 325.84	$ 710.74	$ 94.13	$ 48.99	$ 1,773.40
2024	$ 121.00	$ 427.34	$ 16.04	$ -	$ 30.81	$ 343.95	$ 702.60	$ 92.50	$ 49.97	$ 1,784.22
2025	$ 129.77	$ 419.78	$ 16.36	$ -	$ 30.21	$ 343.95	$ 694.00	$ 90.78	$ 50.97	$ 1,775.82
2026	$ 138.54	$ 411.67	$ 16.68	$ -	$ 29.56	$ 362.05	$ 685.40	$ 89.06	$ 51.99	$ 1,784.96
2027	$ 147.31	$ 403.01	$ 17.02	$ -	$ 28.87	$ 380.15	$ 673.63	$ 87.25	$ 53.03	$ 1,790.27
2028	$ 157.83	$ 393.80	$ 17.36	$ -	$ 28.13	$ 380.15	$ 661.28	$ 85.35	$ 54.09	$ 1,778.00
2029	$ 170.11	$ 382.76	$ 17.71	$ -	$ 27.34	$ 398.25	$ 648.93	$ 83.45	$ 55.17	$ 1,783.71
2030	$ 182.38	$ 370.85	$ 18.06	$ -	$ 26.49	$ 416.35	$ 635.98	$ 81.46	$ 56.28	$ 1,787.85
2031	$ 196.41	$ 358.08	$ 18.42	$ -	$ 25.58	$ 416.35	$ 622.45	$ 79.38	$ 57.40	$ 1,774.08
2032	$ 210.44	$ 344.33	$ 18.79	$ -	$ 24.60	$ 434.46	$ 606.84	$ 77.30	$ 58.55	$ 1,775.30
2033	$ 226.22	$ 329.60	$ 19.17	$ -	$ 23.54	$ 452.56	$ 590.54	$ 75.12	$ 59.72	$ 1,776.49
2034	$ 243.76	$ 313.77	$ 19.55	$ -	$ 22.41	$ 470.66	$ 573.57	$ 72.86	$ 60.92	$ 1,777.50
2035	$ 261.30	$ 296.70	$ 19.94	$ -	$ 21.19	$ 488.76	$ 555.92	$ 70.51	$ 62.14	$ 1,776.47
2036	$ 280.59	$ 278.41	$ 20.34	$ -	$ 19.89	$ 506.87	$ 537.60	$ 68.06	$ 63.38	$ 1,775.13
2037	$ 301.63	$ 258.77	$ 20.75	$ -	$ 18.48	$ 524.97	$ 518.59	$ 65.53	$ 64.65	$ 1,773.36
2038	$ 324.43	$ 237.66	$ 21.16	$ -	$ 16.98	$ 561.17	$ 498.90	$ 62.91	$ 65.94	$ 1,789.14
2039	$ 348.98	$ 214.95	$ 21.58	$ -	$ 15.35	$ 579.28	$ 477.86	$ 60.10	$ 67.26	$ 1,785.36
2040	$ 375.28	$ 190.52	$ 22.02	$ -	$ 13.61	$ 597.38	$ 456.13	$ 57.20	$ 68.60	$ 1,780.75
2041	$ 403.34	$ 164.25	$ 22.46	$ -	$ 11.73	$ 615.48	$ 433.73	$ 54.22	$ 69.97	$ 1,775.19
2042	$ 434.91	$ 136.01	$ 22.90	$ -	$ 9.72	$ 651.69	$ 409.11	$ 51.14	$ 71.37	$ 1,786.86
2043	$ 466.48	$ 105.57	$ 23.36	$ -	$ 7.54	$ 669.79	$ 383.05	$ 47.88	$ 72.80	$ 1,776.47
2044	$ 501.55	$ 72.92	$ 23.83	$ -	$ 5.21	$ 705.99	$ 356.25	$ 44.53	$ 74.26	$ 1,784.54
2045	$ 540.13	$ 37.81	$ 24.31	$ -	$ 2.70	$ 724.10	$ 328.02	$ 41.00	$ 75.74	$ 1,773.80
2046	$ -	$ -	$ -	$ -	$ -	$ 1,375.78	$ 299.05	$ 37.38	$ 77.26	$ 1,789.47
2047	$ -	$ -	$ -	$ -	$ -	$ 1,430.09	$ 244.02	$ 30.50	$ 78.80	$ 1,783.41
2048	$ -	$ -	$ -	$ -	$ -	$ 1,484.40	$ 186.82	$ 23.35	$ 80.38	$ 1,774.94
2049	$ -	$ -	$ -	$ -	$ -	$ 1,556.80	$ 127.44	$ 15.93	$ 81.99	$ 1,782.16
2050	$ -	$ -	$ -	$ -	$ -	$ 1,629.21	$ 65.17	$ 8.15	$ 83.63	$ 1,786.16
Totals	**$ 6,369.32**	**$ 7,023.19**	**$ 468.93**	**$ 14.36**	**$ 488.79**	**$ 19,170.42**	**$ 14,402.98**	**$ 1,842.91**	**$ 1,861.66**	**$ 51,642.57**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 6 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS
HAYS COUNTY, TEXAS

CONCERNING THE PROPERTY AT:

_____

STREET ADDRESS

PRINCIPAL SPECIAL ASSESSMENT: $31,264.14

As the purchaser of the real property located at the street address set forth above, you are obligated to pay Special Assessments to Hays County, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***La Cima Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE SPECIAL ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $31,264.14, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the Special Assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any Special Assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Lot Type 6 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhod Improvement Area #2				
Installments Due 1/31	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2022	$ 115.92	$ 538.96	$ 18.87	$ 15.59	$ 23.39	$ 421.04	$ 880.57	$ 117.34	$ 56.79	$ 2,188.47
2023	$ 137.39	$ 531.71	$ 19.25	$ 1.98	$ 36.42	$ 398.88	$ 870.05	$ 115.23	$ 59.97	$ 2,170.89
2024	$ 148.12	$ 523.13	$ 19.63	$ -	$ 37.72	$ 421.04	$ 860.08	$ 113.24	$ 61.17	$ 2,184.12
2025	$ 158.86	$ 513.87	$ 20.02	$ -	$ 36.98	$ 421.04	$ 849.55	$ 111.13	$ 62.40	$ 2,173.84
2026	$ 169.59	$ 503.94	$ 20.42	$ -	$ 36.18	$ 443.20	$ 839.03	$ 109.03	$ 63.65	$ 2,185.03
2027	$ 180.33	$ 493.34	$ 20.83	$ -	$ 35.34	$ 465.36	$ 824.62	$ 106.81	$ 64.92	$ 2,191.54
2028	$ 193.21	$ 482.07	$ 21.25	$ -	$ 34.43	$ 465.36	$ 809.50	$ 104.48	$ 66.22	$ 2,176.51
2029	$ 208.23	$ 468.55	$ 21.67	$ -	$ 33.47	$ 487.52	$ 794.37	$ 102.16	$ 67.54	$ 2,183.51
2030	$ 223.26	$ 453.97	$ 22.11	$ -	$ 32.43	$ 509.68	$ 778.53	$ 99.72	$ 68.89	$ 2,188.58
2031	$ 240.43	$ 438.34	$ 22.55	$ -	$ 31.31	$ 509.68	$ 761.96	$ 97.17	$ 70.27	$ 2,171.72
2032	$ 257.61	$ 421.51	$ 23.00	$ -	$ 30.11	$ 531.84	$ 742.85	$ 94.62	$ 71.68	$ 2,173.21
2033	$ 276.93	$ 403.48	$ 23.46	$ -	$ 28.82	$ 553.99	$ 722.91	$ 91.96	$ 73.11	$ 2,174.66
2034	$ 298.40	$ 384.09	$ 23.93	$ -	$ 27.44	$ 576.15	$ 702.13	$ 89.19	$ 74.57	$ 2,175.91
2035	$ 319.86	$ 363.21	$ 24.41	$ -	$ 25.94	$ 598.31	$ 680.53	$ 86.31	$ 76.06	$ 2,174.64
2036	$ 343.48	$ 340.81	$ 24.90	$ -	$ 24.34	$ 620.47	$ 658.09	$ 83.32	$ 77.58	$ 2,173.00
2037	$ 369.24	$ 316.77	$ 25.40	$ -	$ 22.63	$ 642.63	$ 634.82	$ 80.22	$ 79.14	$ 2,170.84
2038	$ 397.15	$ 290.92	$ 25.90	$ -	$ 20.78	$ 686.95	$ 610.72	$ 77.01	$ 80.72	$ 2,190.15
2039	$ 427.20	$ 263.12	$ 26.42	$ -	$ 18.79	$ 709.11	$ 584.96	$ 73.57	$ 82.33	$ 2,185.52
2040	$ 459.40	$ 233.22	$ 26.95	$ -	$ 16.66	$ 731.27	$ 558.37	$ 70.02	$ 83.98	$ 2,179.88
2041	$ 493.75	$ 201.06	$ 27.49	$ -	$ 14.36	$ 753.43	$ 530.95	$ 66.37	$ 85.66	$ 2,173.07
2042	$ 532.39	$ 166.50	$ 28.04	$ -	$ 11.89	$ 797.75	$ 500.81	$ 62.60	$ 87.37	$ 2,187.36
2043	$ 571.03	$ 129.23	$ 28.60	$ -	$ 9.23	$ 819.91	$ 468.90	$ 58.61	$ 89.12	$ 2,174.64
2044	$ 613.96	$ 89.26	$ 29.17	$ -	$ 6.38	$ 864.23	$ 436.10	$ 54.51	$ 90.90	$ 2,184.52
2045	$ 661.19	$ 46.28	$ 29.75	$ -	$ 3.31	$ 886.39	$ 401.54	$ 50.19	$ 92.72	$ 2,171.38
2046	$ -	$ -	$ -	$ -	$ -	$ 1,684.14	$ 366.08	$ 45.76	$ 94.57	$ 2,190.56
2047	$ -	$ -	$ -	$ -	$ -	$ 1,750.62	$ 298.71	$ 37.34	$ 96.47	$ 2,183.14
2048	$ -	$ -	$ -	$ -	$ -	$ 1,817.10	$ 228.69	$ 28.59	$ 98.39	$ 2,172.77
2049	$ -	$ -	$ -	$ -	$ -	$ 1,905.74	$ 156.00	$ 19.50	$ 100.36	$ 2,181.61
2050	$ -	$ -	$ -	$ -	$ -	$ 1,994.38	$ 79.78	$ 9.97	$ 102.37	$ 2,186.50
Totals	**$ 7,796.92**	**$ 8,597.35**	**$ 574.04**	**$ 17.58**	**$ 598.34**	**$ 23,467.22**	**$ 17,631.22**	**$ 2,255.98**	**$ 2,278.93**	**$ 63,217.58**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 7 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT SPECIAL ASSESSMENTS
HAYS COUNTY, TEXAS

CONCERNING THE PROPERTY AT:

_____

STREET ADDRESS

PRINCIPAL SPECIAL ASSESSMENT: $36,548.26

As the purchaser of the real property located at the street address set forth above, you are obligated to pay Special Assessments to Hays County, Texas, for the costs of a portion of public improvements (the "***Authorized Improvements***") undertaken for the benefit of the property within "***La Cima Public Improvement District***" (the "***District***") created under Subchapter A, Chapter 372, Local Government Code, as amended.

THE PRINCIPAL OF THE SPECIAL ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS $36,548.26, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change**. The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the Commissioners Court in the Annual Service Plan Update for the District. More information about the Special Assessments, including the amounts and due dates, may be obtained from the County Clerk of Hays County.

Your failure to pay any Special Assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this _____, 20__.

PURCHASER:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

Lot Type 7 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhod Improvement Area #2				
Installments Due 1/31	Principal	Interest	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest	Additional Interest	Administrative Expenses	Annual Installment
2022	$ 135.52	$ 630.05	$ 22.06	$ 18.23	$ 27.34	$ 492.20	$ 1,029.41	$ 137.17	$ 66.39	$ 2,558.36
2023	$ 160.61	$ 621.58	$ 22.50	$ 2.32	$ 42.58	$ 466.29	$ 1,017.10	$ 134.71	$ 70.11	$ 2,537.80
2024	$ 173.16	$ 611.54	$ 22.95	$ -	$ 44.09	$ 492.20	$ 1,005.44	$ 132.38	$ 71.51	$ 2,553.27
2025	$ 185.71	$ 600.72	$ 23.41	$ -	$ 43.23	$ 492.20	$ 993.14	$ 129.91	$ 72.94	$ 2,541.26
2026	$ 198.26	$ 589.11	$ 23.88	$ -	$ 42.30	$ 518.10	$ 980.83	$ 127.45	$ 74.40	$ 2,554.34
2027	$ 210.80	$ 576.72	$ 24.35	$ -	$ 41.31	$ 544.01	$ 963.99	$ 124.86	$ 75.89	$ 2,561.94
2028	$ 225.86	$ 563.55	$ 24.84	$ -	$ 40.25	$ 544.01	$ 946.31	$ 122.14	$ 77.41	$ 2,544.38
2029	$ 243.43	$ 547.74	$ 25.34	$ -	$ 39.12	$ 569.91	$ 928.63	$ 119.42	$ 78.96	$ 2,552.55
2030	$ 260.99	$ 530.70	$ 25.84	$ -	$ 37.91	$ 595.82	$ 910.11	$ 116.57	$ 80.54	$ 2,558.48
2031	$ 281.07	$ 512.43	$ 26.36	$ -	$ 36.60	$ 595.82	$ 890.75	$ 113.59	$ 82.15	$ 2,538.77
2032	$ 301.15	$ 492.75	$ 26.89	$ -	$ 35.20	$ 621.72	$ 868.40	$ 110.61	$ 83.79	$ 2,540.52
2033	$ 323.73	$ 471.67	$ 27.43	$ -	$ 33.69	$ 647.63	$ 845.09	$ 107.51	$ 85.47	$ 2,542.21
2034	$ 348.83	$ 449.01	$ 27.98	$ -	$ 32.07	$ 673.53	$ 820.80	$ 104.27	$ 87.17	$ 2,543.67
2035	$ 373.92	$ 424.59	$ 28.53	$ -	$ 30.33	$ 699.44	$ 795.55	$ 100.90	$ 88.92	$ 2,542.18
2036	$ 401.53	$ 398.42	$ 29.11	$ -	$ 28.46	$ 725.34	$ 769.32	$ 97.40	$ 90.70	$ 2,540.27
2037	$ 431.64	$ 370.31	$ 29.69	$ -	$ 26.45	$ 751.25	$ 742.12	$ 93.78	$ 92.51	$ 2,537.75
2038	$ 464.27	$ 340.10	$ 30.28	$ -	$ 24.29	$ 803.06	$ 713.95	$ 90.02	$ 94.36	$ 2,560.32
2039	$ 499.40	$ 307.60	$ 30.89	$ -	$ 21.97	$ 828.96	$ 683.83	$ 86.01	$ 96.25	$ 2,554.91
2040	$ 537.05	$ 272.64	$ 31.50	$ -	$ 19.47	$ 854.87	$ 652.74	$ 81.86	$ 98.17	$ 2,548.31
2041	$ 577.20	$ 235.05	$ 32.13	$ -	$ 16.79	$ 880.77	$ 620.69	$ 77.59	$ 100.14	$ 2,540.35
2042	$ 622.37	$ 194.64	$ 32.78	$ -	$ 13.90	$ 932.58	$ 585.46	$ 73.18	$ 102.14	$ 2,557.05
2043	$ 667.54	$ 151.08	$ 33.43	$ -	$ 10.79	$ 958.49	$ 548.15	$ 68.52	$ 104.18	$ 2,542.19
2044	$ 717.73	$ 104.35	$ 34.10	$ -	$ 7.45	$ 1,010.30	$ 509.81	$ 63.73	$ 106.27	$ 2,553.74
2045	$ 772.94	$ 54.11	$ 34.78	$ -	$ 3.86	$ 1,036.21	$ 469.40	$ 58.68	$ 108.39	$ 2,538.37
2046	$ -	$ -	$ -	$ -	$ -	$ 1,968.79	$ 427.95	$ 53.49	$ 110.56	$ 2,560.80
2047	$ -	$ -	$ -	$ -	$ -	$ 2,046.51	$ 349.20	$ 43.65	$ 112.77	$ 2,552.13
2048	$ -	$ -	$ -	$ -	$ -	$ 2,124.22	$ 267.34	$ 33.42	$ 115.03	$ 2,540.00
2049	$ -	$ -	$ -	$ -	$ -	$ 2,227.84	$ 182.37	$ 22.80	$ 117.33	$ 2,550.34
2050	$ -	$ -	$ -	$ -	$ -	$ 2,331.46	$ 93.26	$ 11.66	$ 119.67	$ 2,556.05
Totals	**$ 9,114.72**	**$ 10,050.44**	**$ 671.06**	**$ 20.55**	**$ 699.47**	**$ 27,433.53**	**$ 20,611.16**	**$ 2,637.27**	**$ 2,664.10**	**$ 73,902.30**

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT D-1 – DEBT SERVICE SCHEDULE FOR MAJOR IMPROVEMENT AREA BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

Period Ending (September 15)	Principal	Interest	Total
2015		145,255.59	$ 145,255.56
2016		1,307,300.00	1,307,300.00
2017		1,307,300.00	1,307,300.00
2018	240,000.00	1,307,300.00	1,547,300.00
2019	255,000.00	1,295,000.00	1,550,300.00
2020	265,000.00	1,282,550.00	1,547,550.00
2021	280,000.00	1,269,300.00	1,549,300.00
2022	270,000.00	1,255,300.00	1,525,300.00
2023	320,000.00	1,238,425.00	1,558,425.00
2024	345,000.00	1,218,425.00	1,563,425.00
2025	370,000.00	1,196,862.50	1,566,862.50
2026	395,000.00	1,173,737.50	1,568,737.50
2027	420,000.00	1,149,050.00	1,569,050.00
2028	450,000.00	1,122,800.00	1,572,800.00
2029	485,000.00	1,091,300.00	1,576,300.00
2030	520,000.00	1,057,350.00	1,577,350.00
2031	560,000.00	1,020,950.00	1,580,950.00
2032	600,000.00	981,750.00	1,581,750.00
2033	645,000.00	939,750.00	1,584,750.00
2034	695,000.00	894,600.00	1,589,600.00
2035	745,000.00	845,950.00	1,590,950.00
2036	800,000.00	793,800.00	1,593,800.00
2037	860,000.00	737,800.00	1,597,800.00
2038	925,000.00	677,600.00	1,602,600.00
2039	995,000.00	612,850.00	1,607,850.00
2040	1,070,000.00	543,200.00	1,613,200.00
2041	1,150,000.00	468,300.00	1,618,300.00
2042	1,240,000.00	387,800.00	1,627,800.00
2043	1,330,000.00	301,000.00	1,631,000.00
2044	1,430,000.00	207,900.00	1,637,900.00
2045	1,540,000.00	107,800.00	1,647,800.00
Total	**$ 19,200,000.00**	**$27,938,605.56**	**$ 47,138,605.56**

[The remainder of this page intentionally left blank.]

EXHIBIT D-2 – DEBT SERVICE SCHEDULE FOR NEIGHBORHOOD IMPROVEMENT AREA #1-2 BONDS

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2021	$335,000	$290,617	$625,617
2022	170,000	336,913	506,913
2023	165,000	332,663	497,663
2024	170,000	328,538	498,538
2025	170,000	324,288	494,288
2026	180,000	320,038	500,038
2027	185,000	314,188	499,188
2028	190,000	308,175	498,175
2029	195,000	302,000	497,000
2030	205,000	295,663	500,663
2031	205,000	289,000	494,000
2032	215,000	281,313	496,313
2033	225,000	273,250	498,250
2034	230,000	264,813	494,813
2035	240,000	256,188	496,188
2036	250,000	247,188	497,188
2037	260,000	237,813	497,813
2038	275,000	228,063	503,063
2039	285,000	217,750	502,750
2040	295,000	207,063	502,063
2041	305,000	196,000	501,000
2042	320,000	183,800	503,800
2043	330,000	171,000	501,000
2044	345,000	157,800	502,800
2045	355,000	144,000	499,000
2046	755,000	129,800	884,800
2047	790,000	99,600	889,600
2048	820,000	68,000	888,000
2049	430,000	35,200	465,200
2050	450,000	18,000	468,000
Total[1]	$9,345,000	$6,858,717	$16,203,717

[1] Totals may not add due to rounding.

[Remainder of Page Intentionally Left Blank]

EXHIBIT E – FORM OF NOTICE OF ASSESSMENT TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
Hays County
712 S Stagecoach Trail #2008
San Marcos, TX 78666

Re: **Hays County Lien Release documents for filing**

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that Hays County is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

Hays County
Attn: _____
712 S Stagecoach Trail #2008
San Marcos, TX 78666

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

AFTER RECORDING RETURN TO:

Hays County
Attn: _____
712 S Stagecoach Trail #2008
San Marcos, TX 78666

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by Hays County, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "Commissioners Court") of Hays County, Texas (hereinafter referred to as the "County"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the County; and

WHEREAS, a county may establish a public improvement district unless within 30 days of a county's action to approve such a district, a home rule municipality objects to its establishment within the municipality's corporate limits or extraterritorial jurisdiction; and

WHEREAS, on September 23, 2014, the Commissioners Court approved Resolution No. 30162, creating the La Cima Public Improvement District within the Country and within the extraterritorial jurisdiction of the City of San Marcos, Texas (the “City”), which City did not object to the creation of the La Cima Public Improvement District; and

WHEREAS, the La Cima Public Improvement District consists of approximately 2,044 contiguous acres located within the corporate limits of the County; and

[Select recital identifying the applicable lien]

[WHEREAS, on July 21, 2015, the Commissioners Court approved Order No. ____, (hereinafter referred to as the "MPI Assessment Order") approving a service and assessment plan (the "SAP") and assessment roll for the Property within the La Cima Public Improvement District; and**]**

[WHEREAS, on or about March 20, 2018 the Commissioners Court approved Order No. ____, (hereinafter referred to as the "NIA #1 Assessment Order") approving a service and assessment plan (the "NIA #1 SAP) and assessment roll for the Property within Neighborhood Improvement Area #1 of the La Cima Public Improvement District; and**]**

[WHEREAS, on or about February 25, 2020 the Commissioners Court approved Order No. ____, (hereinafter referred to as the "NIA #2 Assessment Order") approving a service and assessment plan (the "NIA #2 SAP") and assessment roll for the Property within Neighborhood Improvement Area #2 of the La Cima Public Improvement District; and**]**

WHEREAS, the [MPI/NIA #1/NIA #2] Assessment Order imposed an assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Hays County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the County the Lien Amount.

RELEASE

NOW THEREFORE, the County, the owner and holder of the Lien, as established by Order No. _____, which levied the Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

HAYS COUNTY, TEXAS,

By: _____
[Name], [Title]

ATTEST:

_____
[County Clerk Name], County Clerk

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], [Title] for Hays County Texas, on behalf of said county.

_____
Notary Public, State of Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the Treasurer's Office to double fill the Treasury Associate position, slot 0079-001, for a 2-month period effective 08/01/2021 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	6383.38

LINE ITEM NUMBER

001-620-00.5021 Staff Salaries

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey, Hays County Treasurer	BECERRA	N/A

SUMMARY

Allow the Treasurer's Office to have a shared position for training for two months - August and September. A Treasury Associate position is retiring at the end of September and a new employee will need to train for two months of payrolls.

Possible Funding Source: Countywide contingencies.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the Criminal District Attorney to re-grade the Attorney II, slot 0787-006 (grade 118) to an Attorney III (grade 119) effective 8/01/21 utilizing salary savings.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	

LINE ITEM NUMBER

001-607-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Wesley Mau	SHELL	N/A

SUMMARY

The Criminal District Attorney is requesting a re-grade of the current Attorney II, slot 0787-006 to an Attorney III position. The vacant position will be filling a felony spot and recent recruitment efforts have been made difficult by a lack of candidates with the requisite experience, along with having to turn away candidates with more experience than the job description allows. The candidate would also be replacing a recently resigned attorney who would have been promoted to Attorney III next year. Funding for the re-grade is available within the DA operating budget due to attrition.

District Attorney
Attorney II, slot 0787-006 - grade 118
Re-grade to Attorney III - grade 119
Effective Date: 8/1/2021

Attorney II	74,538
Attorney III	81,992
Base Salary Delta	7,454
Fringe	1,577
Annualized Impact	9,031
FY21 Impact - eff 8/01/2021	1,506

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Marisol Villarreal-Alonzo	BECERRA	N/A

SUMMARY

Attachment: Revised FY 2022 Budget Calendar

Hays County
FY 2022
BUDGET CALENDAR - *revised 7.27.21*

May 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April 12th	Budget notification sent to all departments
May 21st	Deadline for entering Requested Budget into NWS financial software
May 21st - June 21st	Auditor's Office will review all request, import all salary data and create personnel and capital equipment schedules
June 22nd	Notification sent to County Judge and Commissioners that requested budgets are completed
June 22nd - July 23rd	County Judge prepares recommended budget and meets with department heads as needed
July 26th	Chief appraiser certifies approved appraisal roll
August 2nd	County Judge presents recommended budget to Commissioners Court and files a copy with the County Clerk and on website
August 8th	Public Notice for Public Hearing on Proposed Budget (at lease 10 days but no more than 30 days before public hearing)
August 10th	Budget workshop - 1:00 p.m. Commissioners Court
August 17th	Budget workshop - 1:00 p.m. Commissioners Court
August 24th	Public Hearing on Proposed Budget, Vote on proposed tax rate and proposed budget; schedule public hearings on the tax rate and budget (prior to Sept 1)
August 27th	Publish notice of public hearings on tax increase (if needed); budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget (by Sept 1 or 30 days after certified values are received)
September 7th	Public hearing on tax rate (if necessary) at least 7 days after public notice))
September 21st	Public Hearing on the FY 2022 budget
	Set salaries of Elected Officials
	Adopt budget after making final changes
	Set tax rate and levy taxes (at least 3 days but no more than 14 days after public hearing)
September 30th	File final approved budget with County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action regarding Hays County's multi-year Improvement Grant Program application to the Texas Indigent Defense Commission (TIDC) for Public Defender Services.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Hays County submitted a multi-year improvement grant application to the TIDC in April of this year. Hays County has not been awarded funds at this time. The County has until August 1st to make any changes to the application or garner necessary support that will help provide a path to secure funding.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to utilize salary savings to pay down compensation accruals for a Jail maintenance position.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	$4,382.00

LINE ITEM NUMBER

001-618-03]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	INGALSBE	N/A

SUMMARY

The Jail's Maintenance Department is currently understaffed, creating additional compensation hours earned exceeding the accrual cap per the County H/R Personnel Policy. This department is on call 24 hours a day, seven days a week. With the opening of the new jail, warranty work requires maintenance staff to be present with contractors, not allowing staff to complete daily duties. Due to current staff shortages, one position has exceeded compensation accruals permitted and will not be able to reduce those hours by year-end. The Sheriff has identified salary savings to fund this request.

Position
Facility Maintenance, Slot # 0200-006, Current accrued comp time 145.75

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and action to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and Red River County for Jail Services related to the housing and care of Hays County inmates.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	$50/inmate/day

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

See attached material. This Agreement will be utilized to house the overflow of Hays County inmates on an as-needed basis. Red River County will provide for the health and safety of Hays County inmates at the rate of $50 per inmate per day.

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Hays County, Texas (hereinafter "Hays County") and RED RIVER COUNTY, Texas (hereinafter "RED RIVER COUNTY") on the date indicated below.

WHEREAS, Hays County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, RED RIVER COUNTY currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.) and

WHEREAS, Hays County and RED RIVER COUNTY desire to enter into an agreement pursuant to which RED RIVER COUNTY will provide housing and care for certain inmates incarcerated or to be incarcerated in the ___Red River County____ jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: RED RIVER COUNTY agrees to accept, and provide for the secure custody, care and safekeeping of inmates of Hays County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. RED RIVER COUNTY shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this agreement.

1.02 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of RED RIVER COUNTY's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical, and dental care, and does not include the costs associated with any hospitalization of an inmate. Hays County shall pay RED RIVER COUNTY an amount equal to the amount RED RIVER COUNTY is required to expend for medical services

other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, RED RIVER COUNTY shall contact Hays County, through its Sheriff or designated representative, as soon as possible to inform Hays County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

RED RIVER COUNTY shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed $2000.00, RED RIVER COUNTY has the right to arrange for the hospital or health care provider to bill Hays County directly for the costs of the hospitalization and/or medical care, rather than RED RIVER COUNTY paying the costs and billing the same to Hays County. If the hospital or health care provider refuses to bill Hays County directly, Hays County shall reimburse RED RIVER COUNTY for such costs within forty-five (45) business days of receipt of an invoice from RED RIVER COUNTY, therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.03 MEDICAL INFORMATION: Hays County shall provide RED RIVER COUNTY with medical information for all inmates sought to be transferred to RED RIVER COUNTY's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 TRANSPORTATION AND OFF-SITE SECURITY: Hays County is responsible for the transportation of its inmates to and from RED RIVER COUNTY's facility. RED RIVER COUNTY agrees to provide non-ambulance transportation for inmates to and from local off-site medical service providers. Transport to off-site medical service providers not located locally is the sole responsibility of Hays County. Ambulance transportation (including emergency, flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to Hays County by RED RIVER COUNTY.

RED RIVER COUNTY will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to a local off-site medical facility. Hays County shall compensate RED RIVER COUNTY for the actual cost of said guard services, which shall be billed by RED RIVER COUNTY along with the regular monthly billing for detention services.

Hays County shall be responsible for the transportation of its inmates to and from court proceedings and hearings. Hays County is responsible for the transport of Hays County inmates to the Texas Department of Criminal Justice, Institutional Division.

1.05 SPECIAL PROGRAMS: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 LOCATION AND OPERATION OF FACILITY: RED RIVER COUNTY shall provide the detention services described herein at the RED RIVER COUNTY JAIL in Clarksville, Texas.

ARTICLE II

FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is fifty – dollars ($50.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that Hays County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, RED RIVER COUNTY will bill for the day of arrival, but not for the day of departure.

2.02 BILLING PROCEDURE: RED RIVER COUNTY shall submit an itemized invoice for the services provided each month to Hays County in arrears, invoices will be submitted to the officer of Hays County designated to receive the same on behalf of Hays County. Hays County shall make payment to RED RIVER COUNTY within thirty (30) days after receipt of the invoice. Payment shall be in the name of RED RIVER COUNTY, Texas and shall be remitted to:

RED RIVER COUNTY SHERIFF
500 N. CEDAR ST.
CLARKSVILLE, TEXAS 75426

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of Hays County under this agreement. Hays County further agrees that RED RIVER COUNTY be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

3.01 PRIMARY TERM: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

3.02 RENEWALS: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rate with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners courts of the respective parties.

3.03 TERMINATION: This agreement shall terminate at the end of the primary term or of any renewal term unless renew pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by RED RIVER COUNTY impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the Hays County inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing herein shall create any obligation upon RED RIVER COUNTY to house Hays County inmates where the housing of said inmates will, in the opinion of the RED RIVER COUNTY Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the RED RIVER COUNTY Sheriff determines that a condition exists at the RED RIVER COUNTY facility necessitating the removal of the Hays County prisoners, or any specified number thereof, Hays County shall, upon notice by the RED RIVER COUNTY Sheriff to the Sheriff of Hays County immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of Hays County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the Hays County jail and pursuant to the custody assessment system in place at the RED RIVER COUNTY facility.

All inmates proposed by Hays County to be transferred to the RED RIVER COUNTY facility under this agreement must meet the eligibility requirements set forth above. RED RIVER COUNTY reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at RED RIVER

COUNTY's facility, RED RIVER COUNTY reserves the right to demand that Hays County remove that inmate and replace said inmate with a non-high risk inmate of Hays County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: RED RIVER COUNTY reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the RED RIVER COUNTY facility and Hays County shall cooperate with and provide information requested regarding any inmate by the RED RIVER COUNTY Sheriff. RED RIVER COUNTY reserves the right to refuse acceptance of any prisoner of Hays County Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the RED RIVER COUNTY Sheriff make the inmate unacceptable for continued incarceration in RED RIVER COUNTY's facility in the opinion of the RED RIVER COUNTY Sheriff, Hays County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the RED RIVER COUNTY Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: RED RIVER COUNTY shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of Hays County. It shall be the responsibility of Hays County to notify RED RIVER COUNTY of any discharge date for an inmate at least ten (10) days before such date. RED RIVER COUNTY will release inmate of Hays County only when such release is specifically requested in writing by the Sheriff of Hays County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for RED RIVER COUNTY to return inmates to Hays County facility shortly before their discharge date, and for Hays County to discharge the inmate from its own facility. Hays County accepts all responsibility for the calculations and determinations set forth above and for giving RED RIVER COUNTY notice of same, and to the extent allowed by law, shall indemnify and hold RED RIVER COUNTY harmless for all liability or expenses of any kind arising therefrom. Hays County is responsible for all paperwork, arrangements, and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To RED RIVER COUNTY:	RED RIVER COUNTY Attn: RED RIVER COUNTY JUDGE 400 N. Walnut St. Clarksville, Texas 75426
To HAYS COUNTY:	Hays County Attn: County Judge 111 East San Antonio Street, Suite 300 San Marcos, Texas 78666
With Copy to:	Hays County Sheriff's Office Attn: Sheriff 810 South Stagecoach Trail San Marcos, Texas 78666

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 AMENDMENTS: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioner's courts of the respective parties hereto.

5.04 PRIOR AGREEMENTS: This agreement contains all of the agreement and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 CHOICE OF LAW AND VENUE: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matter to be performed under this agreement are payable and performable in Clarksville, RED RIVER COUNTY, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of RED RIVER COUNTY, Texas.

5.06 APPROVALS: This agreement must be approved by the Commissioners Court of Hays County and the Commissioners Court of RED RIVER COUNTY in accordance with the Interlocal Cooperation Act.

5.07 FUNDING SOURCE: Hays County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the COUNTY Auditor below certifies that there are sufficient funds from current revenues available to Hays County to meet its obligations under this agreement.

5.08 Signature and Execution:

By: _____
Hays County Judge
(As authorized and Approved by
the Hays County Commissioners Court
on Date Signed Below)

Date Signed: _____

By: _____
RED RIVER COUNTY JUDGE
(As authorized and Approved by the
RED RIVER COUNTY Commissioners Court
by Order Dated _____)

Date Signed: _____

_____
Hays County Auditor

Date Signed: _____

_____
RED RIVER COUNTY Auditor

Date Signed: _____

_____
Hays County Sheriff

Date Approved: _____

_____
RED RIVER COUNTY Sheriff

Date Approved: _____

ATTEST:

_____
Hays County Clerk

ATTEST:

_____
RED RIVER COUNTY Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and action to authorize the County Judge to execute an Interlocal Cooperation Agreement Between Hays County and San Jacinto County for Jail Services related to the housing and care of Hays County inmates.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	$40/inmate/day

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

See attached material. This Agreement will be utilized to house the overflow of Hays County inmates on an as-needed basis. San Jacinto County will provide for the health and safety of Hays County inmates at the rate of $40 per inmate per day.

THE STATE OF TEXAS

COUNTY OF SAN JACINTO

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This Interlocal Cooperation Agreement for Jail Services ("Agreement") is entered into and between the County of San Jacinto, Texas, herein after called ("Contractor") and the County of Hays, herein after called ("County").

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the Contractor and County are local governments as defined in the Texas Government Code, Section 791.003(4), and have the authority to enter into this agreement, and each party has entered into this agreement by the action of its governing body in the appropriate manner prescribed by the appropriate governing law; and

WHEREAS, the Contractor and the County specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and the terms provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT

ARTICLE I

TERM AND EFFECTIVE DATE

1.01 TERM: This Agreement shall be effective on the date the last party executes this document and shall be effective for one (1) year thereafter.

1.02 RENEWAL: This Agreement shall automatically renew each year. At the end of any term, the per diem rate for the detention services shall be negotiated by the parties. The terms, conditions, and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.

1.03 TERMINATION: This Agreement may be terminated without cause, at the option of either Contractor or County upon giving sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

1.04 IMPOSSIBILITY: This Agreement is subject to termination upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage or destruction of the Contractor's facility or actions by the governmental or judicial entities which create a legal barrier to the acceptance of the County's inmates.

ARTICLE II

DETENTION SERVICES

For the purpose and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for the County to the maximum extent authorized by the Agreement, without regard to race, religion, color, age, sex, and national origin:

2.01 PURPOSE: Contractor warrants that the services and the facilities provided for detention of inmates meets the requirements of the Texas Commission of Jail Standards and other applicable Texas State and Federal laws as applicable to prison facilities.

2.02 HOUSING AND CARE OF INMATES: Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in the Agreement. Contractor will provide, as set forth herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates that the judgments and orders of the County are faithfully executed. County inmates shall be housed in accordance with Texas Jail Commission Classification Standards, unless otherwise specified by the County.

2.03 MEDICAL SERVICES: The per-day rate under this Agreement covers only routine medical care and non-prescription, over-the-counter and routine drugs and medical supplies. The per-day rate does not cover medical/health/dental/psychological/psychiatric services provided outside of the Contractor's facility or by those other than facility staff, prescription drugs and treatment, or surgical, optic, dental, or mental health care and does not include the cost associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for such services, other than routine medical services included in the per-day rate.

2.04 OFF-SITE SERVICES: The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that result in off-site services as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist the County to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.

2.05 DIRECT BILLING: Contractor has the authority to arrange for the off-site provider to bill the County for the costs of hospitalization, medical care and other off-site treatment. In the event direct billing is not available, County shall reimburse Contractor in accordance with the terms of the Agreement.

2.06 MEDICAL RECORDS: County agrees to provide Contractor with a copy of each inmate's medical, dental, and mental health records, for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time each inmate is returned.

2.07 MEDICAL INVOICES: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.

2.08 INMATE MEDICAL REPORT: Contractor will provide an inmate report of health care provided whenever off-site services are utilized. With respect to all inmates, Contractor will provide an inmate report of health care upon request from County.

2.09 FACILITY INSPECTION: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state and federal inspections of the facilities will be provided to County upon request.

2.10 TRANSPORTATION AND OFF-SITE SECURITY: County is solely responsible for the transportation of inmates between the County and Contractor facility. Contractor agrees to provide ambulance and other transportation for inmates, in emergency situations only, and County will assume custody of the inmate as soon as possible. When medical transportation is not emergent, Contractor will arrange transport with the County.

2.11 COURT APPEARANCES: County shall be responsible for the transportation of County inmates to and from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings. The County shall be responsible for the supervision of inmates during court appearances.

2.12 GUARD SERVICES: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of $20.00 per hour/per guard.

2.13 SPECIAL PROGRAMS: The per day rate set out in the Agreement covers basic custodial care and supervision and does not include special educational, vocational, or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement for the provision of special programs.

2.14 LOCATION AND OPERATION OF FACILITY: Contractor shall provide the detention services described herein at the San Jacinto Detention Center, Coldspring, Texas.

2.15 ADMITTING AND RELEASING: Contractor shall be responsible for the admitting and releasing of County inmates placed in Contractor's facility upon the direction of the County. Contractor will maintain records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.

2.16 RETURN OF INMATES TO COUNTY: Upon demand by County, Contractor will relinquish to County physical custody of any County inmate. Upon request by Contractor, County will resume custody of any inmate so requested within ten (10) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III

FINANCIAL PROVISIONS

3.01 PER DIEM RATE: The per diem rate for detention services under this Agreement is $40.00 per man-day. This rate covers one inmate per day. A portion of any day will count as one man-day under this Agreement.

3.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to County. Such invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of San Jacinto County, Texas and will be remitted to:

San Jacinto County Sheriff's Office

75 West Cedar Ave

Coldspring, Texas 77331

ARTICLE IV

ACCEPTANCE OF INMATES

4.01-COMPLIANCE WITH LAW: Nothing herein will create an obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise

the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT THE FACILITY: The only inmates of the County eligible for incarceration at the facility under this Agreement are non-high-risk inmates eligible for incarceration in accordance with the state standards under both the Jail Commission approved custody assessment in place at Contractor's facility.

4.03 CLASSIFICATION REVIEW: All inmates proposed by the County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirements set forth above. Contractor reserves the right to accept any inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor has the right to have the County remove said inmate.

4.04 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designee to review the background of all inmates sought to be transferred to Contractor's facility, and the County shall cooperate with and provide information requested regarding an inmate by Contractor's Sheriff. Contractor reserves the right to reasonably refuse acceptance of any inmate of the County. Likewise, if an inmate's behavior, medical, or psychological, condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor facility when their classification changes for any purpose, including long-term medical segregation.

4.05 INMATE SENTENCES: Contractor will not be in charge or responsible for the computation or processing of inmates' time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmate's behavior and performance; however, all such computations and record keeping will continue to be the responsibility of the County. To the extent practical, it will be the responsibility of the County to notify Contractor of any discharge date for an inmate at least five (5) calendar days before such date. Contractor will release inmates of the County only when such release is specifically requested in writing by designated the County. However, it is agreed that the preferred and usual course of dealing between parties shall be for the County to retake custody of the inmate discharge from the Contractor's facility. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising therefrom.

ARTICLE V

MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This Agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 NOTICES: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor:	San Jacinto County Sheriff's Office
	75 West Cedar Ave
	Coldspring, Texas 77331
To County:	Hays County
	Attn: County Judge
	111 E. San Antonio Street, Suite 300
	San Marcos, Texas 78666
With Copy to:	Hays County Sheriff's Office
	Attn: Sheriff
	810 South Stagecoach Trail
	San Marcos, Texas 78666

The address to which any notice, demand, or other writing may be delivered to any party as above provided may change by written notice given by such party.

5.03 AMENDMENTS: This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Court of the respective parties hereto.

5.04 PRIOR AGREEMENTS: This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any manner mentioned herein. No prior agreement or understanding pertaining to any such after shall be effective.

5.05 REPRESENTATION: Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the other party.

5.06 INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing herein contained shall be construed as creating the relationship of employer and employee between parties.

5.07 SEVERABILITY: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected.

5.08 LIABILITY: This agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This agreement is not intended to create any cause of action for the benefit of third parties.

5.09 CHOICE OF LAW AND VENUE: As such, nothing in this agreement, nor any provisions arising therefore can be construed to waive the sovereign immunity of either party. Any legal proceeding regarding this Agreement shall be brought in the State of Texas, San Jacinto County. This is not a waiver of immunity by either party.

5.10 APPROVALS: This agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.

5.11 INSURANCE: Contractor shall maintain general liability, public officials and law enforcement liability insurance, or maintain a comparable self-insurance program. Contractor shall provide and

maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the County. Contractor shall be responsible for complying with the Texas Workers' Compensation Act, as well as Texas motor vehicle financial responsibility laws.

5.13 WAIVER: Contractor and County waive claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer, employee, or agent of the other party.

[Signature page follows]

ARTICLE VI

EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows.

SAN JACINTO COUNTY

_____ _____

County Judge Fritz Faulkner Date

ATTEST:

_____ _____

County Clerk Dawn Wright Date

APPROVED:

_____ _____

Sheriff Greg Capers Date

HAYS COUNTY

_____ _____

Judge Ruben Becerra Date

ATTEST:

_____ _____

County Clerk Elaine Cardenas Date

APPROVED:

_____ _____

Sheriff Gary Cutler Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to create the Hays County Employee Grievance Committee Pursuant to the Hays County Personnel Policy Handbook.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	BECERRA	N/A

SUMMARY

Additional information will provided during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the execution of the Funding Agreement between Hays County and the Greater San Marcos Economic Development Council.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	1st 2 years / 2nd 2 years $300,000 annually / $350,000 annually

LINE ITEM NUMBER

001-645-00.5302

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

Under the Funding Agreement the Greater San Marcos Economic Development Council will provide for continued work in the areas of:

1) Review and provide negotiation services for all incentive requests;
2) Assist the County in establishing, maintaining and implementing a County-wide Economic Development Policy and a County-wide Economic Incentive Program.
3) Provide marketing and advertising for business development in Greater San Marcos, which shall include both Hays and Caldwell Counties:
4) Develop and maintain a website that provides links to the County and all participating municipalities in Hays County, as well as providing a property search engine for listed properties in Greater San Marcos;
5) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
6) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
7) Provide support and assistance with economic development grants, or any other available funding sources;
8) Allow any municipality within Hays County to participate, by its own request, in general membership activities without requiring that municipality to pay membership fee(s).

FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE GREATER SAN MARCOS ECONOMIC DEVELOPMENT COUNCIL

STATE OF TEXAS §
§
COUNTY OF HAYS §

SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between the County of Hays ("County") and the Greater San Marcos Economic Development Council, also known as the Greater San Marcos Partnership or GSMP ("Contractor"). The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. CONTRACTOR PERFORMANCE

In consideration of County's obligations contained herein, Contractor shall:

1) Review and provide negotiation services for all incentive requests;
2) Assist the County in establishing, maintaining and implementing a County-wide Economic Development Policy and a County-wide Economic Incentive Program.
3) Provide marketing and advertising for business development in Greater San Marcos, which shall include both Hays and Caldwell Counties:
4) Develop and maintain a website that provides links to the County and all participating municipalities in Hays County, as well as providing a property search engine for listed properties in Greater San Marcos;
5) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
6) Provide assistance with expansion and retention of existing businesses in Hays County, as requested by County or participating municipalities;
7) Provide support and assistance with economic development grants, or any other available funding sources;
8) Allow any municipality within Hays County to participate, by its own request, in general membership activities without requiring that municipality to pay membership fee(s).

SECTION III. CONTRACT PERIOD

The initial period for performance of this contract shall commence October 1, 2021 and shall terminate September 30, 2025, covering a term of four (4) fiscal years.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the annual lump sum payment of Three Hundred Thousand Dollars ($300,000 USD) in current funds during the first two (2) years of the term of this Agreement and shall not exceed the annual lump sum payment of Three Hundred and Fifty Thousand Dollars ($350,000 USD) in current funds during the last two (2) years of the term of this Agreement, paid within thirty (30) days of October 1st of each year, unless the Hays County Commissioners Court does not appropriate funding to fulfill its obligations contained herein, in which case the Agreement shall remain unfunded until the Hays County Commissioners Court opts to appropriate funding.

SECTION V. REPORTS

The parties acknowledge that the funds expended under this contract are public funds that must be carefully monitored to ensure proper distribution. The County is legally obligated pursuant to the Texas Constitution to accurately report the manner in which the public funds are expended. Contractor agrees to have an external audit performed and to provide the County with the external auditor's report within a reasonable time of Contractor's receipt of it, and no later than December 31st of any tax year, except by mutual agreement of the Parties.

SECTION VI. COUNTY MONITORING

The Contractor shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VII. SUBCONTRACTS

The Contractor, in subcontracting any of the performances hereunder, shall legally bind subcontractors to perform subject to all the duties, requirements, and obligations specified of Contractor herein with respect to such performance or any portions thereof.

In no event shall any provision of this section, specifically including the requirement that the Contractor obtain the prior approval of the County on the Contractor's subcontracts, be construed as relieving Contractor of the responsibility for ensuring that the performance rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this contract as if the performance rendered were rendered by Contractor hereunder.

SECTION VIII. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office). This Section shall not be construed to prohibit the Parties from collaborating to address policy-related economic development issues with state and/or federal legislators, as may be needed from time to time.

SECTION IX. CONFLICT OF INTEREST

No official or employee of the County, no employee of the Contractor, no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor, as such, AGREES TO HOLD THE COUNTY HARMLESS AND TO INDEMNIFY IT FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHICH MAY BE ASSERTED BY ANY THIRD PARTY OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED BY THE CONTRACTOR UNDER THIS CONTRACT.

SECTION XII. EQUAL OPPORTUNITY

A. Nondiscrimination

The Contractor assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this agreement or otherwise under the Contractor's control.

B. Employment

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor

will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.

2) The Contractor will comply with all applicable equal opportunity laws, rules, regulations and orders.

C. Minority and Female Entrepreneurship

Consonant with and in furtherance of equal opportunity under law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and service, in the use of real or personal property, and in contracting for construction. In all instances, affirmative emphasis will be given to minority-owned and female-owned businesses offering comparable quality and value. The Contractor will similarly require equal opportunity/affirmative action on behalf of minority-owned and female-owned businesses in its financial agreements.

SECTION XIII. ORAL AND WRITTEN AGREEMENTS

Any and all oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XIV. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XV. LEGAL AUTHORITY

A. The Contractor assures and guarantees that it possesses the legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.

B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reasons stated in this Section.

SECTION XVI. AUDIT

Owner shall, upon five (5) days' written notice to Contractor, have a right to inspect all receipts, invoices, proofs of purchase, records of employee activity, records of expenditures, and other relevant data related to the Contract. Unless otherwise requested by Contractor, County's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday. Contractor shall ensure that any subcontract executed by Contractor in furtherance of this Contract includes an obligation by subcontractor to turn over, upon written request by Contractor, all receipts, invoices, proofs of purchase, records of employee activity, and records of expenditures related to this Contract. County shall have the same right under this Section to inspect subcontractor materials as it does Contractor materials. This Section shall survive termination of this Contract, and shall remain in effect for five (5) years from the commencement of this Contract.

SECTION XVII. GEOGRAPHIC AND CLIENT COVERAGE

The Contractor shall provide performances under this contract to benefit the citizens or residents of Hays County.

SECTION XVIII. EARLY TERMINATION

A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty days prior to the automatic renewal date of this contract. Should neither party exercise their right to terminate, this contract shall terminate September 30, 2020.

B. Upon termination or receipt of notice to terminate whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate, any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.

C. Amortization of Grant Monies (Liquidated Damages): If Contractor dissolves or otherwise refuses or fails to perform under this Agreement, then Contractor shall repay the County one-twelfth (1/12) of the monies received under this contract multiplied by the number of months Contractor's non-performance precedes September 30th of the County's current fiscal year. The Parties agree that the calculation of actual damages resulting from Contractor's refusal or failure to perform would be impossible, and that such monies, as liquidated damages,

represent a fair and reasonable estimate of the damages that would be suffered by the County under these circumstances.

Accepted and Agreed this the ____ day of July, 2021.

COUNTY

_____
Ruben Becerra
Hays County Judge
Hays County, Texas

ATTEST:

_____
Elaine Cardenas, MBA, PhD
Hays County Clerk

CONTRACTOR

_____
Jason Giulietti
President – GSMEDC

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to pre-qualify all respondents related to RFQ 2021-Q02 Right-of-Way Acquisition Services and develop a pool of qualified firms for the County to select from on an as-needed basis.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	July 27, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES **AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

On January 12, 2021 the Commissioners Court approved specifications and authorized Purchasing to solicit for Right-of-Way Acquisition Services to develop a pool with qualified professional right-of-way services. Purchasing received responses from 24 (twenty-four) firms, see attached Bid Tab.

Upon evaluation of the responses, the committee recommends that all firms be placed in a pool for services on an as-needed basis. Hays County Elected Officials and Department Heads will select from this pool of pre-qualified right-of-way services firms for future use on an as-needed basis.

Attachment: RFQ 2021-Q02 Final Bid Tab

RFP 2021-Q02 Professional Right-of-Way Acquistion Services
Final Bid Tab

Firm	Averages	
	Score	Rank
LJA Engineering, Inc.	94	1
HDR Engineering	91	2
Cobb, Fendley and Associates, Inc.	90	3
Halff Associates, Inc.	89	4
Right of Way Texas, LLC.	89	4
WSB and Associates, Inc.	89	4
Lockwood, Andrews and Newman, Inc.	88	7
Spitzer and Associates, Inc.	87	8
THC, Inc.	87	8
Heidaker Land Services, Inc.	86	10
McCarthy Right of Way Partners LLC.	86	10
Overland Pacific and Cutler, LLC.	85	12
Percheron Professional Services, LLC.	85	12
Wood Environmnet and Infrastructure Solutions, Inc.	85	12
SurvWest, LLC	84	15
Volkert, Inc.	84	15
Briggs Field Services, Inc.	83	17
KDM Acquisition Services, Inc.	73	17
Pyles Whatley Corporation	83	17
Encompass Services, LLC.	82	20
HRM Land Acquissiont Solutions	82	20
Legacy PSG, Inc.	80	22
ProSourceTechnologies , LLC.	80	22
Refined Land Services, LLC.	79	24

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Munch and Project Pacific Blue. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
M. Kennedy	INGALSBE	JONES

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at or near CR 266 (Old Bastrop Hwy), San Marcos in Pct. 1. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 40.15 acres in fee simple from property located between FM 1626 and Union Pacific Railroad, owned by Centex Materials LLC, and which is required for the construction of the proposed Robert S. Light Blvd. roadway improvements, and take other appropriate action (Parcels 1-3). Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

Additional information will be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 12.915 acres in fee simple from property located between Union Pacific Railroad and RM 967, owned by Texas Cement Company, and which is required for the construction of the proposed Robert S. Light Blvd. roadway improvements, and take other appropriate action (Parcel 5). Possible action to follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

Additional information will be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the acquisition of flood plain property located on or near Sunrise Drive, Kyle in Pct 1. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	July 27, 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.